



**Upward Broadband**

**Request For Proposal**

**Communications Tower**

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\* Forms must be completed and returned with **all** other requested information to be considered.



## 1.0 General Instructions to Responders

1. Any additions to, alterations, erasures, or omissions of required information, or change of specifications, is done at the risk of the responder and may result in rejection of the submitted Proposal.
2. Submitting a Proposal when it is intended to sublet the contract is cause for rejection of your RFP or cancellation of the contract, unless approval is given in writing by Upward Broadband prior to the Proposal opening.
3. In case of error in the extension of prices, the unit price shall govern.
4. The contract will not be awarded to any corporations, firms or individuals who have failed previously in performing work or guaranteeing delivery with Upward Broadband.
5. It is expressly understood and agreed that any inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver satisfactory work and materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from Upward Broadband.
6. When the contract has been duly signed, the contractor may secure instructions from Upward Broadband pertaining to the procedure of the work or delivery.
7. Upward Broadband reserves the right to reject any and or all RFP's or specifications when deemed as the best interest for the project. Upward Broadband may cancel the award at any time before the execution of the contract.
8. Upward Broadband will reject all materials that do not meet the specifications even though the responders list the trade names of such materials on the Proposal sheet.
9. The tower material should be delivered as follows:
  - a. Brush Creek Township, Fulton County, Pennsylvania
  - b. The template shall be delivered to: Attn: Art Horn, 1866 Colonial Village Lane, Lancaster PA 17602
10. The party or parties proposing upon this Proposal to whom the award or awards are made may be required to enter into a contract with Upward Broadband within sixty (60) to ninety (90) days of notification. Failure of the proposer to do so, shall result in the cancellation of the award and forfeiture of the Proposal bond and/or Proposal deposit which shall become the absolute property of Upward Broadband.
11. The responder or responders to whom the contract is awarded agree(s) to release Upward Broadband from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products, or processes.
12. All RFP's must be made on Proposal blanks attached to these specifications and made part thereof, and must be emailed directly to [ahorn@upwardbroadband.com](mailto:ahorn@upwardbroadband.com) and [cpickel@upwardbroadband.com](mailto:cpickel@upwardbroadband.com) .
13. Responders must write or print the figures in ink or it must be typewritten.
14. A Proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.

15. Upward Broadband will not be liable for any costs incurred by the Proposers in preparing, submitting, or presenting Proposals.



## **2.0 Introduction**

### ***Upward Broadband Request for Proposal Communications Tower***

Upward Broadband LLC, is seeking one or more Proposers to provide one (1), 190' solid steel, self-supporting communications tower..

The primary contact for questions regarding this Proposal will be:

Art Horn  
Senior Project Manager  
Upward Broadband LLC  
1866 Colonial Village Lane, Suite 106  
Lancaster, PA 17601  
717-809-7448  
[ahorn@upwardbroadband.com](mailto:ahorn@upwardbroadband.com)



### **3.0 Instructions to Proposers**

#### *Submission of Proposals*

It is intended that each Proposal furnish the information requested by this RFP. Unless specifically requested, promotional literature is not wanted and will not be considered to meet any of the requirements of this RFP.

Each Proposal shall include a Letter of Bid Intent, not to exceed two pages in length. The Proposal must bear the signature of an authorized representative of the Proposer making the offer and must designate by name not more than two individuals authorized to negotiate and sign the contract with Upward Broadband on behalf of the Proposer. The Letter of Bid Intent may also briefly set forth any particular information the Proposer wishes to bring to Upward Broadband attention.

The Proposer shall deliver one (1) copy of the Proposal electronically to both:

[ahorn@upwardbroadband.com](mailto:ahorn@upwardbroadband.com)  
[cpickel@upwardbroadband.com](mailto:cpickel@upwardbroadband.com)

Upward Broadband reserves the right to accept or reject any or all Proposals.

#### **3.1 Schedule of Events**

June 25, 2024	RFP released to vendors
June 27, 2024	Notification of intent to bid should be emailed to <a href="mailto:ahorn@upwardbroadband.com">ahorn@upwardbroadband.com</a> and <a href="mailto:cpickel@upwardbroadband.com">cpickel@upwardbroadband.com</a> by 11:59 pm.
July 1, 2024	Last date for questions/clarifications for Proposers. Questions must be in writing, email is acceptable and encouraged. Equipment data sheets will be provided upon request.
July 8, 2024	<b>Response closed 11:59 pm EST (NO PROPOSALS) accepted after this time.</b>
July 10, 2024	Proposer notification
July 12, 2024	Work with selected Proposers on delivery details

### **3.2 Proposers Examination of the RFP**

Proposers shall examine all information and materials contained in and with this RFP. Failure to do so shall be at the Proposer's risk.

### **3.3 Proposals Considered Firm**

All Proposals in response to the RFP will be considered firm and cannot be withdrawn until 60 days after the scheduled Proposal due date or until the award of a contract to a Proposer, whichever comes first.

### **3.4 Withdrawal of Proposals**

Proposal may be withdrawn by written notice received by Upward Broadband, prior to the Proposal due date and time.

### **3.5 Required Bonds, Insurance, Penalties, Payment Terms, Litigation**

#### ***Liability Insurance***

The Proposer shall carry insurance for contractor's liability, auto and truck, worker's compensation, owner's protective liability and fire with extended coverage along with builder's risk insurance.

Worker's Compensation Statutory  
Employer's Liability Statutory  
Automobile Liability \$1,000,000 combined single limit  
Comprehensive General Liability with following minimum coverage  
General Aggregate \$2,000,000  
Products-Comp/Ops Aggregate \$2,000,000  
Personal & Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000  
Fire Damage \$50,000  
Medical Expense (any one person) \$5,000

The requirements of this clause are applicable to any and all subcontracts and subcontractors performing work under this contract. The Proposer shall not subcontract, transfer, or sublet any portion of this work covered by these specifications without prior written consent from Upward Broadband.

Certificates of Insurance acceptable to Upward Broadband shall be filed prior to any delivery of goods. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least ninety (90) days' from when written notice has



been given to Upward Broadband. The insurance shall also name Upward Broadband as an additional insured as its interests may appear.

### **3.6 *Miscellaneous***

The successful Proposer will provide a timeline that includes a delivery date and flexibility for delays Upward Broadband may experience as a result of project site preparation.

A break-out of foundation, template, and tower costs along with the total costs should be included along with details surrounding the Proposer payment timeline and requirements. Additionally, the foundation and template should be accessible for purchase by Upward prior to the tower purchase based on the necessity of site construction. The Proposer may not require all funds to be paid in full before the delivery of the requested product.

Any litigation pertaining to this section shall be under the laws of the Commonwealth of Pennsylvania and the County of Lancaster.



## **4.0 General Conditions**

### ***4.1 Pricing, and Payments***

Negotiated prices shall be firm and not subject to increase during the term of any contractual agreement arising between Upward Broadband and the successful Proposer as a result of the RFP.

### ***4.2 Open Procurement***

Upward Broadband reserves the right to purchase more services at the unit price offered in the Proposer's system, unless the Proposer specifically and explicitly limits the response in this regard. Upward Broadband reserves the right to negotiate with Proposers regarding variations to the original Proposal that may be in the best interest of Upward Broadband. Upward Broadband reserves the right to accept or reject any and or all Proposals.

### ***4.2 New Equipment***

Upward Broadband shall accept only new equipment that contains specifications consistent with industry standards and best practices. Used, reconditioned, refurbished and/or remanufactured equipment will not be accepted.

### ***4.3 United States Made Steel Preference***

Upward Broadband prefers the use of United States made steel for the proposed tower. If US made steel will be used, the Proposer will need to include a statement with that fact in their response.

If the Proposer certifies in the Proposal process and is successful in securing the project, a certificate must be produced validating that the steel used was manufactured in the United States.

### ***4.4 Statement of Time***

A period of time, unless stated as a number of workdays, shall include Saturdays and Sundays.

#### **4.5 Qualifications of Proposers**

The Proposers must demonstrate they are in compliance with all state, county, and local laws and ordinances and are not delinquent with all taxing agencies including federal, state, county, and local throughout the United States.

#### **4.6 Equal Employment Opportunity**

During the performance of this contract, the Proposer agrees as follows: The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapped status, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and the Employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In the event of the Proposer's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with Upward Broadband.

The Proposer must take all necessary affirmative steps to assure that minority businesses, womens' business enterprises, and labor surplus area firms are used whenever possible.

#### **4.7 Indemnification**

The Proposer will indemnify, defend and hold Upward Broadband, its Manager and Council, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against Upward Broadband, employees and agents as a consequence of any action or claim arising out of the Proposer's malfeasance, neglect or omission. Proposer shall not be liable for any damage or losses that are not directly caused by its negligence or willful misconduct.

#### **4.8 Proposal Format**

The Proposal shall contain the following sections, each clearly labeled with the section number at the top of the page, in the order and format described below:

In the case the proposer is a dealer and not a manufacturer, the dealer is to assume all of the responsibilities that are outlined in this RFP.

<b><u>Section</u></b>	<b><u>Description</u></b>
1.	Letter of Bid Intent, signed by a principal of the Proposer who is authorized to negotiate on behalf of the Proposer.
2.	Executive Summary.
3.	Proposer using steel made in the United States must make that certification within their Proposal.
4.	Exceptions to the General Conditions Section.
5.	Response to each section heading and/or numbered paragraphs in the Technical Specifications Section (including Appendices).
6.	Explanation of “Exceptions” taken in (3) above. Note that any “clarifications” provided for sections or numbered paragraphs that have been asserted to be in compliance in (4) above will generally negate a “comply” statement; this will cause the Proposer to be judged non-compliant with that section or paragraph. This does not necessarily mean, however, the Proposal will be rejected.
7.	Company description, qualifications to include: EIN, and Bank reference.
8.	At least three (3) references of similar towers furnished with contact name, phone number, email address, address of customer, approximate date installed, and actual project timeline from award of contract through final equipment shipment to acceptance.
9.	Proposed services, including build, or placement. Ongoing support, warranty, and maintenance recommended.
10.	A timeline Proposal including the overall project schedule from order acceptance to site delivery. If the Proposer is a dealer and not a manufacturer it is their responsibility to provide this service.
11.	Delivery schedule and the flexibility that exists with that schedule.
12.	Completed Cost Sheets (Appendix A), with comprehensive, itemized pricing for the foundation, the template, and the tower with a summary of the total cost for all proposed elements. Both non-recurring and recurring (if any) costs shall be listed. If additional space is needed, an additional sheet can be included.

- The Proposer should include any and/or all payment requirements.
13. Resumes of key staff involved in the design, implementation, and management of the project.
  14. The Proposer will attach a copy of the Technical Specifications Structural layout and guarantee the capacity of the tower.
  15. The proposer is to provide preliminary tower and foundation drawings.
  16. Proposer must provide proof of having furnished a tower and substantially similar to the equipment they are proposing.
  17. Non-Collusion Affidavit
  18. Debarment Certification Form

#### **4.9 Submission Instructions:**

All submissions are to be sent electronically to both [ahorn@upwardbroadband.com](mailto:ahorn@upwardbroadband.com) and [cpickel@upwardbroadband.com](mailto:cpickel@upwardbroadband.com) with all required documentation.

**The timestamp must be prior to 11:59 pm EST on July 8, 2024.**

#### **4.10 Selection Process**

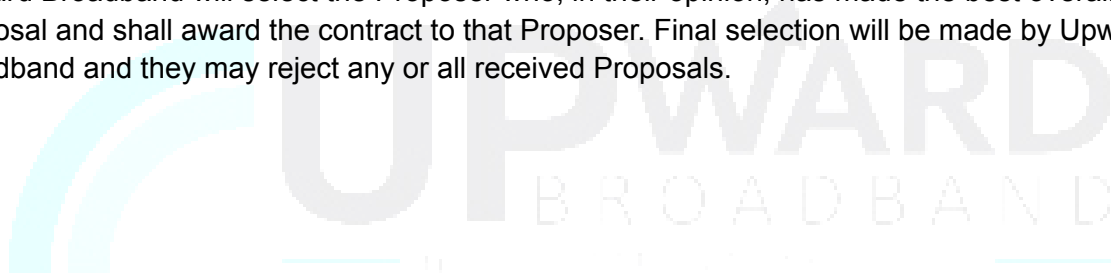
The selection of a Proposer to provide the communication tower by Upward Broadband is an important task. Upward Broadband recognizes that several Proposers can provide the equipment and support that would adequately meet the needs of Upward Broadband. Upward Broadband will exercise both objective and subjective rationale in this selection process. This process is outlined in the upcoming pages. This RFP is intended to provide interested Proposers with consistent information regarding the conditions for submitting Proposals. In responding to this RFP, Proposers shall adhere to the established format. In complying with the format, comparable objective data will be available for review and analysis by Upward Broadband.

#### **4.11 Proposal Evaluation Criteria**

The criteria upon which the evaluation of the Proposals will be based, but is not limited to, the following:

1. Total cost of equipment and services required by Upward Broadband, and all other items constituting total price. A contract will not necessarily be awarded for the lowest price.
2. Contractor's history with similar systems installed.
3. Proposers overall past performance and support including reputation with customers, reports, and overall ability to commit to this project.
4. Completeness of Proposal.
5. Quality and depth of references.
6. Quality and extent of the documentation to be provided.
7. Flexibility with their delivery timeframe commitments.
8. Warranty, and maintenance support if required, terms and conditions.
9. Fewest exceptions to specifications.
10. Proposer stated steel made in the USA.

Upward Broadband will select the Proposer who, in their opinion, has made the best overall Proposal and shall award the contract to that Proposer. Final selection will be made by Upward Broadband and they may reject any or all received Proposals.



## **5.0 Technical Specifications**

Upward Broadband LLC, is seeking to purchase one new tower to fulfill the following specifications.

The selected Proposer will furnish and fulfill the following specifications for the tower.

**The tower is to be designed with the loading and specifications as follows.**

### **One (1) 190' Steel Tower**

**Designed to support the following loading**

**Please reference Appendix C**

**One (1) 190-ft, Self-Support. The Tower must have a minimum of 20' center to center distance between legs and be triangular in shape. No tubed or hollow steel members will be considered.**

**190'**

**TIA Revision H**

Name: Mine Gap Tower

Address: Brush Creek Township, Fulton County, Pennsylvania

Foundation designs will be provided by the tower manufacturer, please see Appendix B for the geotechnical reports for the site.

State PE Seal on site specific tower drawings and foundation designs.

Lightning rod as per tower profile and cannot exceed 4' above tower structure.

Universal Cable Ladders, one (1) 24" wide for the entire tower. The cable ladder should be accessible from the climbing ladder.

A climbing ladder should be placed on the exterior face beside the Universal Cable Ladder and extend the length of the tower. The safe climb cable will be attached to the climbing ladder.

Freight charges to the site are to be proposed as a fixed price with the tower. These are to be coordinated with the Upward Broadband Project Manager, Art Horn.

These shipping charges are to be specified individually and clearly identified.

Tower Template Assembly or as specified in your design parameters.

Tower must be designed to support the loading per Appendix C. No antenna lines, fittings or mounts are to be furnished with this project; the antenna and line information is for the design parameters only.

Please reference Appendix C.

**No Mounting Hardware OR Antenna Equipment should be quoted.**





## **6.0 Terms and Conditions**

### ***Warranty and Extended Maintenance***

Proposer is to clearly identify in a synopsis the details of any manufacturer's warranty for the component items, if applicable. A description of this warranty for each component that has a stand-alone warranty is to be included.

### ***Warranty***

1. Proposer to provide all details of the warranty accompanying the structure.

## **7.0 Required Services**

### ***Implementation***

The successful proposer will have to coordinate delivery schedules and offload requirements with Upward Broadband Project Manager, Art Horn.



**Appendix A  
Cost Sheet  
For  
Upward Broadband  
One (1) 190' Communication Tower**

**Cost Sheet**

Quantity of each line item.

One (1) 190' Tower \$ \_\_\_\_\_

Safety Climbing System \$ \_\_\_\_\_

Foundation Designs \$ \_\_\_\_\_

Template \$ \_\_\_\_\_

Shipping \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_



**Appendix B**  
**Geotechnical Reports for Mine Gap Tower Site**

**Available upon request**



**Appendix C**  
**190' Mine Gap Tower Profile Design Loading**

The following are minimum loading requirements.

Height/Feet	Quantity	Model #	Mount	Line Size	Azimuth	Line Qty
184	2	EP-S16	Pipe		N/A	
184	8	HG3-TP-A20-30	Pipe		N/A	
184	1	AH60-TP	Pipe		N/A	
184	9	RP-5AC-GEN2	Pipe		N/A	
184	2	Wave Micros	Pipe		N/A	
184	2	Cambium 4600	Pipe		N/A	
184	2	AH90WB-4x4-SMA	Pipe		N/A	
184	1	ViaPhoton Breakout Box	Pipe	1.43"	N/A	1
184	2	EPMP-1000-2.4	Pipe		N/A	
184	2	EPMP-1000-2.4-sector- antenna	Pipe		N/A	
184	2	Tarana 3GHz BN	Pipe		N/A	
173	1	Cell Carrier Deployment 278 square feet EPA	H-Frame	1 5/8"	N/A	12
163	1	Cell Carrier Deployment 278 square foot EPA	H-Frame	1 5/8"	N/A	12
153	1	Cell Carrier Deployment 278 square feet EPA	H-Frame	1 5/8"	N/A	12
143	1	Cell Carrier Deployment 278 square feet EPA	H-Frame	1 5/8"	N/A	12
92	1	Ice Bridge (MD-SQ3)	Pipe		N/A	
90	1	SC3-WI00BGT1RC	1-leg dish		66	
90	1	WTM4100	N/A	3/8"	N/A	2

		Home Run Ground Line		$\frac{3}{8}$ "		1
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- Tower Risk Category II
- Tower Exposure Category B
- Engineering Standard TIA-H
- Topographic Factor Procedure Rigorous



## Non-Collusion Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) She/He is the \_\_\_\_\_ (owner, partner, officer, representative or agent) of the Proposer that had submitted the attached proposal.
- (2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) As such, the proposal is genuine and is not part of any conspiracy, collusion or deception.
- (4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure person interested in the proposed contract; and the price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- (6) Neither the price(s) nor the amount of this proposal, and neither the approximate prices(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- (7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal,

or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(9) The above representations are material and important, and will be relied on by Upward Broadband in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Upward Broadband of the true facts relating to the submission of proposals for this contract.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

## Responders Signature Form

Responder \_\_\_\_\_

Proposal must be signed here \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

### Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

**Please insert the appropriate names:**

A. Individual Owner \_\_\_\_\_

B. Partnership Partners \_\_\_\_\_

C. Corporation \_\_\_\_\_

Exact Name of Corporation

\_\_\_\_\_

State Incorporated

#### **Note:**

Proposals should be as net prices and shall prevail in the awarding contracts.

Failures of the responders to sign the proposal and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal.

Signatures must be written in ink. Typed, printed, or stamped signatures will not be accepted.



**DEBARMENT CERTIFICATION FORM**

The Proposer certifies that, neither the firm nor any owner, partner, director, officer, or principal of the Proposer, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Proposer further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name