



Upward Broadband
Requests For Proposal

**For Geotechnical Engineering Analysis & Report,
Construction Drawings, An Erosion & Sediment
Control, A Grading Plan, and NPDES Compliance**

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

1.0 Introduction

Upward Broadband Request for Proposal Engineering Services for Geotechnical Analysis & Report, Construction Drawings, NPDES Compliance, E&S, and Grading Plans

Upward Broadband LLC, is seeking proposals from qualified engineering and environmental consulting firms to provide comprehensive geotechnical analysis and reporting, coreborings, construction drawings, National Pollutant Discharge Elimination System (NPDES) compliance, erosion and sediment control planning, and a detailed site grading plan for an upcoming communications tower site. The selected firm will be responsible for conducting a thorough site investigation, preparing design and construction documentation, ensuring compliance with environmental regulations, and providing technical expertise throughout the planning and construction phases.

The ideal firm will demonstrate expertise in the relevant disciplines, including but not limited to, geotechnical engineering, civil engineering, environmental compliance, and stormwater management.

The project involves a site location that will house a self-supporting communication tower, and the equipment necessary to provide wireless internet access to the surrounding area. The project includes an access road for the tower area. The scope includes site preparation, grading, erosion and sediment control measures, and a post-construction stormwater management plan in accordance with the Pennsylvania Department of Environmental Protection (DEP) standards and the National Pollutant Discharge Elimination System (NPDES) requirements. Additionally, the ideal proposal will include details and pricing for completing construction drawings for this site.

The primary contact for questions regarding this Proposal will be:

Art Horn
Operations Director
Upward Broadband LLC
1866 Colonial Village Lane, Suite 106
Lancaster, PA 17601
717-809-7448
ahorn@upwardbroadband.com

2.0 Scope of Work

The services below must be included in the scope of work of any submitted proposal, and the awarded proposer must align with all State and Federal measures in accordance with the Pennsylvania Department of Environmental Protection (DEP) standards and the National Pollutant Discharge Elimination System (NPDES) requirements for the items below as necessary.

Please note that Upward Broadband will provide Environmental Assessment, site survey, and preliminary site plans to interested bidders.

The awarded Proposer will be responsible for providing the following services for this development project. This scope of work includes but is not limited to the tasks outlined below:

2.1 NPDES Compliance

- Review the site for National Pollutant Discharge Elimination System (NPDES) compliance, ensuring the project adheres to stormwater management regulations.
- Prepare the necessary documentation, including a Stormwater Pollution Prevention Plan (SWPPP), if required, and assist in obtaining required permits related to stormwater discharges.
- Provide recommendations for stormwater management systems, including best management practices (BMPs), to mitigate the impact of stormwater runoff during and after construction.

2.2 Erosion and Sediment Control Planning

- Develop an Erosion and Sediment Control Plan (ESCP) that complies with local, state, and federal environmental regulations.
- The ESCP should detail the methods and practices to be employed to minimize soil erosion and sedimentation during construction activities.
- Include recommendations for temporary and permanent erosion control measures such as silt fences, sediment basins, and other BMPs.

2.3 Site Grading Plan

- Prepare a detailed site grading plan to include premise area, construction easement, access, and utility paths.
- Ensure that the grading plan accommodates proper drainage, facilitates stormwater flow, and addresses potential erosion concerns.
- Include provisions for the proper placement and compaction of fill material along with the identification of any areas requiring special grading attention due to geotechnical conditions or site constraints.

2.4 Regulatory Compliance and Permitting

- Assist in obtaining necessary permits related to the project, including building, grading, NPDES, and erosion control permits.
- Ensure compliance with all applicable environmental and construction regulations throughout the project lifecycle.

2.5 Deliverables will be digital with other delivery methods specified

- Final geotechnical report with findings and recommendations.
- A complete set of construction drawings, 8 ½" X 11" and a set of 24" X 36".
- SWPPP and any associated NPDES documentation.
- ESCP including erosion prevention measures and BMPs.
- A site grading plan with topographic details, grading, and drainage solutions.

3.0 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. When the contract has been duly signed, the contractor may secure instructions from Upward Broadband pertaining to the procedure of the work or delivery
6. 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.
7. Upward Broadband will reject all plans that do not meet the required specifications.
8. The site location will be provided upon request.
9. 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 thirty (30) to sixty (60) days after notification. Failure of 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.
10. 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.
11. 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 and cpickel@upwardbroadband.com .

12. Responders must write or print the figures in ink or it must be typewritten.
13. 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.
14. Upward Broadband will not be liable for any costs incurred by the Proposers in preparing, submitting, or presenting Proposals.

4.0 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:

ahorn@upwardbroadband.com
cpickel@upwardbroadband.com

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

4.1 Schedule of Events

February 12, 2025	RFP released to vendors
February 14, 2025	Notification of intent to bid should be emailed to ahorn@upwardbroadband.com and cpickel@upwardbroadband.com by 11:59 pm.
February 18, 2025	Last date for questions/clarifications for Proposers. Questions must be in writing, email is acceptable and encouraged.
February 26, 2025	Response closed 11:59 pm EST <u>NO PROPOSALS</u> accepted after this time.

March 3, 2025	Proposer approximate notification
March 6, 2025	Approximate commencement of work with selected Proposers on delivery details

4.2 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.

4.3 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.

4.4 Withdrawal of Proposals

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

4.5 Required Insurance

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.

The successful proposer shall be solely responsible for the compliance of subcontractors, if applicable, with the listed insurance requirements.

4.6 Miscellaneous

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

A break-out of costs along with the total costs must be included along with details surrounding the Proposer payment timeline and requirements. The Proposer may not require all funds to be paid in full before the delivery of the requested product.

4.7 Legal Conditions

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

5.0 General Conditions

5.1 Pricing, and Payments

A detailed breakdown of costs, including hourly rates, estimated hours, and any other relevant expenses should be included in the proposal. 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.

5.2 Open Procurement

Upward Broadband reserves the right to purchase more services at the unit price offered in the submitted proposal, 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.

5.3 Statement of Time

A period of time, unless stated as a number of workdays, shall include Saturdays and Sundays. Holidays should **not** be included.

5.4 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.

5.5 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, women's business enterprises, and labor surplus area firms are used whenever possible.

5.6 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.

The Proposer will be responsible for any damage to property caused by Proposer or his agents. The Proposer further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnify and save harmless the participating entities against any and all loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance to furnish certificates thereof, when required by the participating entities or the Joint Purchasing Board.

5.7 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.

<u>Section</u>	<u>Description</u>
1.	Letter of Bid Intent, signed by a principal of the Proposer who is authorized to negotiate on behalf of the Proposer.
2.	Executive or Project Summary.
3.	Include all items identified in the Scope of Work, and additional services that are offered beyond what are requested
4.	Exceptions to the General Conditions Summary
5.	Explanation of “Exceptions” taken in (4) 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.
6.	Company description, qualifications to include: EIN, and Bank reference.
7.	At least three (3) references from similar projects completed in the last five (5) years 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.

8. Proposed services and any ongoing support, any warranty, and maintenance supplied or recommended.
9. A proposed timeline for project completion including major milestones.
10. Delivery schedule and the flexibility that exists with that schedule.
11. Completed Cost Sheets (Appendix A), with comprehensive, itemized pricing for each element of the Proposers Proposal and 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.
12. Resumes of key staff involved in the design, implementation, and management of the project.
13. Non-Collusion Affidavit
14. Debarment Certification Form

5.8 Submission Instructions:

All submissions are to be sent electronically to ahorn@upwardbroadband.com and cpickel@upwardbroadband.com with all required documentation.

The timestamp must be prior to 11:59 pm EST on February 26, 2025.

5.9 Selection Process

The selection of a Proposer to provide a geotechnical report including core borings for each tower leg location, construction drawings, a comprehensive erosion and sediment control plan, grading plan, and NPDES for Upward Broadband is an important task. 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.

5.10 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 product 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. Relevant experience and qualifications of the firm and project team.
3. Quality, clarity, and completeness of Proposal, approach, and methodology.
4. Quality and depth of references.
5. Quality and extent of the documentation to be provided.
6. Delivery timeframe commitments.
7. Fewest exceptions to specifications.
8. Additional points will be awarded for those proposals including construction drawings and a price breakout for that service. No points will be deducted if Proposers are unable to provide the service for Construction Drawings.

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.

6.0 Terms and Conditions

Warranty and Extended Maintenance

Proposer is to clearly identify in a synopsis the details of any warranty or continued support that may be provided for their service, if applicable.

7.0 Required Services

Implementation

The successful proposer will coordinate the work, and delivery schedule with Upward Broadband Director of Operations, Art Horn or General Foreman, Marlin Hostetter.

Appendix A

**Upward Broadband
Geotechnical Analysis & Report, Construction Drawings, Erosion & Sediment
Control, Grading Plan, and NPDES/PAG-02 Planning**

Cost Sheet

TOTAL

Geotechnical Analysis and Report (including core borings) _____

Grading Plan _____

Erosion and Sedimentation Control Plan _____

Stormwater Management and NPDES Plan _____

Construction Drawings _____

Additional Services _____

TOTAL \$ _____



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