



INVITATION FOR BIDS

AN ORDINANCE GRANTING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE RIGHT AND PRIVILEGE TO INSTALL, MAINTAIN AND OPERATE WIRELESS FACILITIES AND COMMUNICATIONS INFRASTRUCTURE WITHIN THE PUBLIC STREETS AND RIGHTS-OF-WAY OF THE CITY OF SUFFOLK, VIRGINIA

The City of Suffolk is considering granting a nonexclusive license agreement (“License”) to use and occupy the public streets and rights-of-way of the City of Suffolk as the same now exist, or may hereafter be laid out, for the purposes of constructing, installing, and maintaining network facilities (“Facilities”) for wireless services within and through the City. Because the License will be in excess of five (5) years, the City is advertising bids in accordance with Section 15.2-2101 of the Code of Virginia (1950), as amended.

Interested parties should submit ten (10) complete copies of their bid, in writing, addressed to the City of Suffolk, ATTENTION: LICENSE BID, PURCHASING DIVISION, Post Office Box 1858 Suffolk, Virginia 23439. Bids, addressed as indicated above, may be hand-delivered to the City of Suffolk Purchasing Department at 442 West Washington Street, Suite 1086 Suffolk, Virginia 23434. **ALL BIDS ARE DUE ON OR BEFORE 12:00 P.M., NOON, Tuesday, June 4, 2019.** Bids shall also be received by the Mayor of the City of Suffolk at the regular meeting of the City Council, which will be held in the City Council Chambers located in the City Hall Building at 442 West Washington Street, Suffolk, Virginia on **Wednesday, June 5, 2019 at 7:00 p.m.** **Bids not submitted in advance of the meeting may be opened and considered by the City Council at a later date.**

After the receiving and opening of bids, the City Council, after consideration of the bids, will make a determination of which, if any, of the bids to accept, at which time the City Council may hold a public hearing to adopt an ordinance granting such License to the selected bidder. The City reserves the right to reject any and all bids. **The bid instructions are available from the City of Suffolk Department of Purchasing at the address listed above and may be obtained online from the City’s website: <http://apps.suffolkva.us/bids/>.**

A copy of the full text of the proposed ordinance is on file in the office of the City Clerk.



BID INSTRUCTIONS

AN ORDINANCE GRANTING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE RIGHT AND PRIVILEGE TO INSTALL, MAINTAIN AND OPERATE WIRELESS FACILITIES AND COMMUNICATIONS INFRASTRUCTURE WITHIN THE PUBLIC STREETS AND RIGHTS-OF-WAY OF THE CITY OF SUFFOLK, VIRGINIA

CONTENT OF BID PACKAGE

Each bid package must contain, at a minimum, the following written information with documentation suitable for evaluation:

1. **Completed Bid Form.** The respondent shall complete the Bid Form, attached hereto as Exhibit A, setting forth the information requested for the respondent's offer, including the proposal for the use of the License area. Completion of the Bid Form signifies acceptance of the terms outlined in the General Terms of the License set forth in Exhibit B.

SCOPE OF SERVICES/ QUALIFICATIONS

The successful bidder shall demonstrate that it is authorized to transact business in the Commonwealth of Virginia and is duly authorized to construct, maintain, and operate Facilities for wireless services in the Commonwealth.

The successful bidder shall demonstrate through current and past similar projects, the professional, financial, and technical ability to install and maintain the Facilities. The successful bidder must also demonstrate that installation of the Facilities will serve the public interest.

The successful bidder shall be solely responsible for obtaining consent from the Virginia Department of Transportation for any Facilities to be located on right of way subject to its jurisdiction.

As a precondition to the grant, the successful bidder shall enter into a License agreement prepared by the City, which sets forth the conditions for the construction, maintenance, and operation of the Facilities. The License agreement further sets forth, among other things, that the license is non-exclusive, subject to the City's prior rights, and the successful bidder must maintain liability insurance and hold harmless and indemnify the City.

CONSTRUCTION, OPERATION, AND MAINTENANCE OF FACILITIES

In connection with the above, the successful bidder shall be solely responsible for furnishing all capital, labor, materials, equipment, appurtenances, incidentals, and all other items necessary to construct, operate, and maintain the Facilities.

All engineering and all other costs, fees or other expenses, including, but not limited to necessary permits related to installing and maintaining the Facilities and any costs for advertising the notice of the public hearing for the License agreement shall be the sole responsibility of the successful bidder.

The Licensee shall construct and install the Facilities in strict accordance with the terms and conditions of the License and in accordance with the permits issued by the City pursuant thereto.

OTHER INFORMATION

Bond.

The successful respondent shall be required to execute a bond, with good and sufficient security, in a sum to be determined by the City, pursuant to Section 15.2-2104 of the Code of Virginia (1950), as amended.

PAYMENT FOR ADVERTISEMENT

The successful respondent shall be required to reimburse the City for the cost of the advertisement inviting bids and proposing to make the grant of the License agreement, pursuant to Section 15.2-2101 of the Code of Virginia (1950), as amended.

PROCESS

All proposals must be submitted to the City's Purchasing Department by **12:00 noon, Tuesday, June 4, 2019**. All proposals received after 12:00 noon, Tuesday, June 4, 2019 shall not be received by the City's Purchasing Department, but may be offered to the Mayor of the City of Suffolk at the regular meeting of the City Council, which will be held in the City Council Chambers located in the City Hall Building at 442 West Washington Street, Suffolk, Virginia on **Wednesday, June 5, 2019 at 7:00 p.m.**

The City of Suffolk reserves the right to reject any and all proposals, to proceed with a specific respondent or respondents, or to take any action that the City of Suffolk determines to be in the best interest of the City of Suffolk.

ATTACHMENTS:

Exhibit A: Bid Form

Exhibit B: General Terms of License

EXHIBIT A

BID FORM

In compliance with and subject to this Invitation for Bids, which is made pursuant to Virginia Code § 15.2-2101, and the documents herein specified, all of which are incorporated herein by reference, the undersigned bidder agrees to furnish all expertise, labor, equipment, materials, and professional services necessary to construct, operate, and maintain the Facilities.

Failure to complete all parts of this Bid Form and furnish Bid Submittals A and B as requested, may result in rejection of said bid. One (1) original, so marked, and ten (10) copies of the entire bid must be submitted. Completion of this Bid Form signifies acceptance of the terms outlined in the General Terms of the License set forth in Exhibit B.

1. BIDDER INFORMATION:

Name: _____

Address: _____

I certify that the information provided herein is true and complete and that the bidder is legally qualified to perform the work and services included in this bid.

Bidder: _____

By: _____

Title: _____

2. BID SUBMITTALS

Bidder shall complete and enclose with its Bid, the following bid submittals. Failure to do so may result in rejection of bid in its entirety:

Submittal A - Statement of Qualifications: Proof that the respondent is authorized to transact business in the Commonwealth of Virginia and is duly authorized to construct, maintain, and operate Facilities for wireless services in the Commonwealth.

Submittal B - Plan for Improvements: A written plan for the construction, maintenance, and operation of the Facilities within the public streets and public rights-of-way of the City of Suffolk.

----- **END OF BID FORM** -----

EXHIBIT B

GENERAL TERMS OF LICENSE

It is anticipated that the successful respondent will enter into a ten (10) year license term with the City, which shall automatically renew for three (3) additional five-year terms. The successful respondent shall be responsible for the construction, operation, and maintenance of its Facilities within the public streets and public rights-of-way of the City. Neither the City nor the successful bidder will be obligated to satisfy the terms set forth herein unless the successful bidder files its unconditional acceptance of the terms and provisions of the license agreement.

LICENSOR: The City of Suffolk

LICENSEE: To be determined

LICENSE AREA: Public streets and public rights-of-way of the City of Suffolk, Virginia, as designated and approved by the City.

TERM: 10 years, plus three additional five-year renewal terms.

USE OF LICENSE AREA: The License Area shall be used only for the purpose of the construction, maintenance and operation of Facilities for wireless services.

ASSIGNMENT AND SUBLETTING: The Licensee shall not assign or sublet any of its rights or duties under the License agreement or any interest it may have herein without the prior written consent of the City.

INSURANCE: The Licensee shall obtain and maintain, or cause to be maintained, at all times from the effective date of the License, insurance coverage(s) in the type(s) and amount(s) as shall be determined by the City and as set forth in the License.

AMENDMENTS: Pursuant to Section 15.2-2105 of the Code of Virginia (1950), as amended, the City shall not grant any modification to the License which shall extend the time or territory of such License until the provisions of §§ 15.2-2101 through 15.2-2104 have been followed.

SUPERVISION: Licensee shall supervise and direct the work, using its best skill and attention. The successful bidder shall be solely responsible for all work means, methods, techniques, sequences and procedures and for coordinating all portions of the work subject to the License agreement.

GOVERNING LAW: The License agreement shall be governed, interpreted and enforced by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles.

VENUE: Unless otherwise required by law, any action arising out of or related to the License agreement or the performance obligations thereunder shall be brought in the Circuit Court for the City of Suffolk, Virginia or, if applicable, the United States District Court for the Eastern District of Virginia, Norfolk Division.

ACCESS TO WORKSITE: The City, its officials, agents, employees and representatives shall at all times have access to the property subject to the License agreement, regardless of whether the Licensee is in preparation or progress of the permitted use, and the successful bidder shall provide safe facilities for such access and inspection by the City.

INDEMNIFICATION/HOLD HARMLESS CLAUSE: The successful bidder, its agents, representatives, affiliates, subsidiaries, and assigns shall indemnify, defend and hold the City, its departments, its officials, employees, agents and representatives harmless against any and all claims under any theory of liability, including but not limited to, third- party claims, expenses, costs, losses, and damages, reasonable attorney fees, personal injury, property damage or death which arises out of or in connection with the License agreement or the successful bidder's shared use of the property subject to the License agreement.