

REQUEST FOR PROPOSAL (RFP)
LEASE OF SPACE ON WATER TOWER

Town of Seabrook, New Hampshire



REQUEST FOR PROPOSALS # B2017-MGR-06

You are cordially invited to submit qualifications and price proposals to enter a non-exclusive lease of space at the Town's municipal water tank located off of Route 286, Seabrook, New Hampshire in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting.

Five (3) copies of the Proposal must be submitted in a sealed envelopes, plainly marked #B2017-MGR-06 and addressed to:

*Town Managers Office
Town of Seabrook
c/o Shaylia Marquis
99 Lafayette Road
Seabrook, NH 03874*

All submissions must be received no later than 2:00pm on August 24th, 2017 by the office of the Town Manager.

REQUEST FOR PROPOSAL (RFP) LEASE OF SPACE ON WATER TOWER

The Town of Seabrook is seeking formal proposals from Federally Licensed Communication Companies (FCC) to enter a non-exclusive lease of space at the Town's municipal water tank located off of Route 286 in Seabrook, New Hampshire.

Location – 26 Collins Street. Shown on Assessor's Map 15-004-000

The site of the water tank is further described in "Exhibit A" attached hereto. The lease will be to install wireless antennas and related apparatus at the site.

I. CONTRACT DURATION:

The Town of Seabrook and the Contractor shall enter into an initial five (5) year contract to lease the space. The lease may be extended by the Town with options for up to three (3) additional five (5) year terms for a possible lease of twenty (20) years.

II. GENERAL REQUIREMENTS:

By submission of a proposal, the offeror agrees, if its proposal is accepted, to enter into a lease with the Town of Seabrook that incorporates all the terms and conditions of this RFP.

The Lessee will be responsible for obtaining any, and all required permitting according to federal, state, and local regulations and codes, including zoning, and all costs of construction, maintenance, and insurance of their facilities and employees or contractors during construction and throughout the lease.

The Lessee is responsible for compliance with all Department of Environmental Service (DES) Regulations related to the installation. Lessee shall submit all data required for DES application and approval directly to DES with the Town Manager to be copied on all forms.

III. SITE INSPECTIONS:

1. The Town makes no representations of any kind concerning the site, adequacy to support the equipment or the appropriateness of the site for use as a site for wireless communication equipment.
2. Any bidder who is licensed by the Federal Communications Commission (FCC) to provide wireless telecommunications service can conduct testing at the site with the submission of documentation of insurance in an amount satisfactory to the Town of Seabrook. Also, the Town will require the bidder to provide a "Hold Harmless Agreement" and coordinate access to the site through the Seabrook Water Department. All insurance certificates and Hold Harmless Agreement must be in place coaxial prior to arranging for site access with the Seabrook Water Department.
3. Each Proposer will be responsible for determining the adequacy of the structure to support the Proposer's equipment, ground apparatus and the suitability of the site for use as a wireless communication equipment site.

REQUEST FOR PROPOSAL (RFP) LEASE OF SPACE ON WATER TOWER

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4. The Town requires the to retain the services of the Water Department's Engineer (TEC), at his/her own expense(s). TEC will work with the Proposer to coordinate with the Water Department for a structural evaluation and wind load analysis of the existing tank and weights to hold additional antenna installations. The initial submission cover letter must include acceptance of this requirement and willingness to complete payment to TEC.

IV. STIPULATIONS:

1. The Town will not allow welding of any kind on to the tank surfaces. Surfaces disturbed by any connecting system shall be prepared and re-coated to meet with the Town's approval. All equipment and re-coating on the tank will have to match the existing color of the tank. The aesthetic look of the tank with the equipment installed on them is important to the Town.
2. The location of all proposed equipment shall not interfere with access to or maintenance of the structure. All equipment shall be mounted in a separate, freestanding building adjacent to the tank. Pedestal interior floor space shall not be utilized.
3. Submission of a proposal shall be conclusive evidence that the proposer has examined the site and the RFP documents and is familiar with all the conditions of the proposed lease. Upon finding any omissions or discrepancy in the RFP documents, the proposer shall notify the Chief Procurement Officer in writing, so that any necessary addenda may be issued.
4. Failure of the proposer to completely investigate the site and to be thoroughly familiar with the RFP documents (including plans, specifications, and all addenda) shall in no way relieve him or her from any obligation concerning the proposal.
5. The proposal must minimize the aesthetic impact of telecommunications equipment installed on the water tank and ground. The proposal must indicate a proposed installation, which would be least intrusive regarding visual impact using camouflage, landscaping or other methods.

V. SUBMISSION REQUIREMENTS:

To be considered “responsive” all Proposals shall include, at a minimum, the following:

1. Cover letter, scaled drawings, plans, and other documents to clearly outline the scope of the installation and the equipment necessary for the Lessee's use of the Premises. At a minimum, the specifications for the antennae and appurtenances including a detailed description as to all equipment and the method of installation.
2. Acknowledge in the cover letter acceptance that detailed drawings prepared by a Registered Professional Engineer and explanations of the connecting systems for equipment to be installed on the tank and ground apparatus will need to be approved by the Town before awarding the lease.

REQUEST FOR PROPOSAL (RFP)

LEASE OF SPACE ON WATER TOWER

3. Photos showing examples of existing equipment locations on other existing water tank telecommunication installations that would be similar to the proposal, if any.
4. Include a list of the locations of all wireless communication facilities the proposer has installed on municipal or state owned property in the State of New Hampshire over the past three (3) years, and the name, address and telephone number of the owner of the site(s).

If the proposer has not yet installed facilities in New Hampshire, it may provide information about sites of comparable facilities, which it has installed in other states including contact name and telephone number.

5. Furnish evidence of Federal Communications and any State licenses to operate. Any such cellular communications systems' transmitters' and receivers' frequencies shall not interfere with local radio, TV, public safety, public works, national defense or similar operations.
6. A complete cover letter outlining the proposal, price, and other details including a letter of transmittal signed by the individual authorized to negotiate for and contractually bind the proposer, stating that the offer is effective initially for a minimum of forty-five (45) calendar days from the submission of proposals, or until it is formally withdrawn, or a lease is executed, or this RFP is cancelled, whichever occurs first.

Each proposal must be submitted with a price sheet indicating the initial five (5) year annual lease payments, percentage increase/decrease for potential renewals.

Also, the proposal cover letter should also include acceptance to contract with The Engineering Company (TEC) for the required structural analysis of the tank to support the proposed antenna.

The cost and expenses for the review and analysis despite the results of the report and recommendations will not be reimbursable to the Proposer. The report from TEC on the proposed plan will be forwarded to the Town with a recommendation as to the tank's capacity and load structure to accept or reject the proposed installation(s).

7. The Proposer shall submit at minimum three (3) references from similar installations.

The Town's Agreement will require a \$100,000 Performance Bond within ten (10) days of contract execution.

8. A sealed envelope containing one (1) original unbound and two (2) copies of the proposals are to be submitted by the deadline of submission.

VI. MINIMUM LEASE REQUIREMENTS:

All prospective Proposers shall be required to accept the following minimum lease requirements.

REQUEST FOR PROPOSAL (RFP)

LEASE OF SPACE ON WATER TOWER

1. The rent for the tower will be the annual rent plus any yearly increase for inflation as stipulated in the Lease Agreement, plus any amount due because of third party leases or rentals, as specified in the Lease Agreement.

A minimum bid of \$35,000 rent per year for each year of the initial five (5) year term. The extended renewal terms, each at the option of the Town, should be indicated on the Lease Proposal Form using one of the following: a rent escalation percentage; or structured payment term.

2. All Proposals shall specify the rent for the first five (5) year term (initial base rent) of the lease. Rent payments shall be payable annually in advance based on the Agreement.
3. The initial term of the Lease shall be five (5) years commencing on the date of execution of a Lease, with three (3) five-year lease term renewal extension options. The Town shall retain the sole discretion in the exercise of each option to extend the Lease. The Town shall offer a four (4) month advance notification as to any renewal options.
4. The successful bidder shall not re-assign this contract or any interest therein, without prior written consent of the Town.
5. The Lessee shall not be permitted to begin construction or installation of equipment before executing a Lease Agreement and obtaining all necessary permits and approvals as further provided in this RFP. The prospective Lessee will have to satisfy and get the approval of proposed site and installations from the FCC, the Town Building Commissioner and Zoning Board of Appeals, as well as the Department of Public Works, and the Department of Environmental Protection.
6. The Lessee shall agree that the site leased shall be used only for constructing, maintaining and operating wireless antennae and antenna arrays, and equipment facility if needed, and all necessary appurtenances, structures, including a separate power meter, radio/electronic equipment, connecting cable, coaxial cables, wires and associated appurtenances. In no instance can the Lessee use the land for any purpose not directly related to this function. Any such facility must be secured in a manner as to address any reasonable safety, noise, and aesthetic raised by the Town of Seabrook.
7. The Lessee shall install communication equipment of the types and frequencies that will not cause "measurable interference," as defined by the Federal Communications Commission to present or future Town communications equipment or to the residents of Seabrook. If the Lessee's equipment causes such interference, the Lessee shall eliminate such interference immediately upon notification and not resume until the problem is resolved.
8. The Lessee must include with the proposal a scaled drawing and description of the area that they will need for their equipment, wires, conduit, and utility services. Details of cable and conduit locations, mounting and attachments methods (bolted, welded) and structure.

REQUEST FOR PROPOSAL (RFP) LEASE OF SPACE ON WATER TOWER

9. The Town shall have aesthetic control over the proposed development plan and shall approve all plans and specifications before construction. Such review and approval shall be above and beyond all required review and approval under applicable federal, state, local laws, rules, and regulations. Said aesthetic control shall include, but not limited to, review and approval of all equipment and appurtenance design and specifications, and site area landscaping design and specifications. The Town shall also have control over the volume of noise emissions produced by the antennae and related equipment to eliminate any nuisance that may exist to the neighborhoods surrounding the sites.
10. The Lessee shall maintain insurance satisfactory to the Town covering the facility as required in the Lease Agreement and shall hold harmless and indemnify the Town for any damages from construction or use of the facility. In addition, the Tenant shall provide a bond or surety satisfactory to the Municipality in the amount of One-Hundred Thousand Dollars to secure Tenant's performance of its obligations.
11. The Town or agents of the Town may, at reasonable times, upon reasonable prior notice to the Lessee, enter to view the Leased Premises. In the event of an emergency or perceived emergency, the Town may enter to make repairs or to inspect without prior notice to the Lessee. Annually, the Town shall conduct an inspection of the Leased Premises.
12. The proposer agrees and shall ensure that the installation of its equipment and its use will not interfere with the utilization of the Town's property for any purpose for which the site is being used at the commencement of the Lease.
13. The proposer shall also agree that its use of the site will not interfere with use of the site for wireless communication equipment by the Town or by other Lessees and will make such changes or modifications to its equipment as may be required by the Town to eliminate or minimize such interference; provided, however, that any Lessee of the site shall be entitled to be reimbursed by a subsequent Lessee for any costs incurred in relocating or modifying the equipment to eliminate interference with equipment installed by such subsequent Lessee.
14. Co-location of telecommunication providers shall be required. The facility shall be designed to accommodate other providers, if possible. The winning bidder shall make every effort to accommodate the antenna space needs of other prospective Lessees to the Town.
15. A Certificate of Insurance must be provided to the Town indicating general liability, automobile liability and worker's compensation coverage (per State). The Certificate of Insurance must name the Town as an additional insured under the liability and automobile insurance for the entire term of the Lease. The Town will require limits of two-million under the general liability and automobile insurance coverage. (See sample agreement on insurance specifics)
16. The Lessee shall assume full responsibility for all utility costs for the antennae and associated apparatus and pay all costs associated with installation, maintenance, and

REQUEST FOR PROPOSAL (RFP) LEASE OF SPACE ON WATER TOWER

insurance of equipment and employees or contractors during construction and throughout the lease.

17. Following initial antenna installation, Lessee shall not access the tank without first providing notice of the date and time of the visit to the Seabrook Water Department. The Department's activities and uses at the site shall have priority over the Lessee's access rights.
18. No signs or advertisements shall be allowed.
19. The Lessee must provide the Town with Material Safety Data Sheets (MSDS) for all materials proposed to be used at the site.
20. The Contractor shall be responsible for removal and replacement of equipment as needed by the Owner during any future maintenance of the structure.
21. The Town will require pre and post construction inspections with documentation prior to final approval. An inspector selected by the Town will conduct these inspections.

The Town retains sole discretion in the exercise of each option to renew. The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive any informalities.

VII. TAXES:

The Lessee shall be responsible for paying any, and all other property taxes separately levied or assessed against the improvements constructed by the Lessee on the Leased Premises.

VIII. TERMINATION:

At the end of the Lease period, the Lessees shall remove all personal property and equipment installed at the site, including any utility connections, and shall restore the site to its pre-existing condition. Such removal shall be completed upon the expiration of the Lease period in accordance with Town Agreement. If the Town does not require removal of all personal property including utility connections installed by the Lessee, it may require the Lessee to transfer title of such property and connections to the Town by appropriate written documentation.

IX. PROPOSAL MODIFICATION:

Proposals may be corrected, modified or withdrawn if a written request is received in advance signed by the appropriate representative of the Firm.

X. INSURANCE REQUIREMENTS:

Upon notice of award and acceptance of a contract, the Contractor shall submit to the Town of Seabrook a copy of the Company's Professional Liability Insurance and a Certificate of Insurance indicating General Liability, Automobile Liability naming the Town as an additional insured and Workers Compensation.

REQUEST FOR PROPOSAL (RFP)
LEASE OF SPACE ON WATER TOWER

XI. BID SUBMISSIONS

Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

“The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.”

(Authorized Signature)

(Date)

(Company) & (Title)

XII. CONTRACT TERMS

The Town of Seabrook will negotiate contract terms upon selection. All contracts are subject to review by Town of Seabrook legal counsel and will be awarded upon signing of a commitment or contract, which outlines terms, scope, budget and other necessary items.

Approved by:



William M. Manzi III 8/2/2017
Town Manager