

November 5, 2018

TOWN OF EGREMONT
REQUEST FOR PROPOSALS

The Town of Egremont, acting through its Board of Selectmen, requests sealed proposals from qualified companies for a Lease Agreement for certain Town-owned real property situated in Egremont, Massachusetts together with a non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities for the sole purpose of constructing, installing, operating, maintaining and repairing one or more cellular/wireless communication facilities to provide personal communications services, including a telecommunications tower, antennas, an equipment pad or shelter, cables, transmission and utility wires, poles, conduits, pipes, accessories and related equipment and improvements at said Town owned property. Under the proposed Lease Agreement, the Town of Egremont would own the land, the Lessee would own the facility, and the Lessee would use the land for the facility. A Request For Proposals package may be obtained from the Office of the Board of Selectmen, Town Hall, 171 Egremont Plain Road, Egremont, MA during the hours of 7:00 AM to 3:00 PM, Monday through Friday. Sealed proposals are due at the Office of the Board of Selectmen by 1:00pm on Friday **January, 18, 2019**, when all proposals will be publicly opened by the Procurement Officer and a register of proposals will be prepared. The Board of Selectmen is the awarding authority and reserves the right to reject any or all proposals, to waive minor informalities or irregularities in any proposal and to make any award in any manner consistent with the law and deemed by the Board to be in the best interests of the Town of Egremont.

Board of Selectmen
Bruce Turner, Chairman
George McGurn, Vice-Chairman
Mary Brazie

**REQUEST FOR PROPOSALS
TOWN OF EGREMONT, MASSACHUSETTS
LEASE OF REAL PROPERTY FOR
TELECOMMUNICATIONS ANTENNAS AND EQUIPMENT
AND TOWER CONSTRUCTION
1:00pm, Friday, January 18, 2019**

The Town of Egremont, Massachusetts seeks competitive, sealed proposals for a Lease Agreement for certain Town-owned real property situated in Egremont, Massachusetts (the "Leased Premises"), together with a non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities for the sole purpose of constructing, installing, operating, maintaining and repairing one or more cellular/wireless communication facilities (the "Facility") to provide personal communications services, including a telecommunications tower (the "Tower"), antennas, an equipment pad or shelter, cables, transmission and utility wires, poles, conduits, pipes, accessories and related equipment and improvements at said Town owned property. Under the proposed Lease Agreement, the Town of Egremont would own the land, the Lessee would own the facility, and the Lessee would use the land for the facility.

SELECTION PROCESS

All proposals received by the deadline will be evaluated by the Egremont Board of Selectmen ("Board") in accordance with the provisions of Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act) as such provisions may apply. Following such evaluation, which process is detailed in this RFP document, the Board will determine which proposal is the most advantageous and responsive to the needs of the Town and will award a Lease Agreement to the successful Respondent.

A form of Lease Agreement is attached to this Request for Proposals (RFP). Respondents are responsible for reviewing the Lease Agreement and returning it in their RFP with a statement attached that such terms as outlined in the Lease Agreement are acceptable.

The selected Respondent agrees to allow telecommunications use by the Town and to allow its equipment for municipal services to be installed free of charge, and to cooperate with and accommodate the Town's fire, police and/or highway department or any other municipal department that elects to install equipment on or about the Tower, and not to interfere with such equipment.

Based on the Board's evaluation, the Town shall award a Lease Agreement within thirty (30) days from the proposal date when the proposals are opened, if it decides to award a Lease Agreement, unless the parties agree to an extension in writing.;

An award may be made to the next qualified Respondent if the selected Respondent fails to execute a Lease Agreement with the Town within thirty (30) days of the Town's award, although the parties may extend the time for executing the Lease Agreement in writing. The selected Respondent also is responsible for obtaining all governmental permits and approvals required for the construction of the Facility and for paying all costs for construction and maintenance of same.

INDEMNIFICATION

The successful Respondent shall indemnify, defend, and hold harmless the Town of Egremont and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, demands, causes of action, suits, costs, damages and liability of any kind which arise out of any willful misconduct, any negligent act or omission, or any breach of contract, of the selected Respondent or its officers, employees, contractors, subcontractors, agents, and representatives regarding the subject matter of the Lease Agreement, including but not limited to indemnifying the Town with respect to its reasonable attorney's fees and costs in addition to any damages. The subject matter of the lease shall include, but not be limited to, the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to attributable to the negligent or intentional act or omission of the Landlord, its employees, agents or independent contractors.

INSURANCE

The successful Respondent shall provide and maintain throughout the term of the Lease Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- **Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability in a minimum amount of \$500,000/\$500,000/\$500,000**
- **Commercial General Liability, \$1,000,000 each occurrence and \$3,000,000 aggregate limit. XCU coverage shall be included.**
- **Automobile Liability - Covering owned, hired and non-owned vehicles, combined single limit of \$1,000,000.**

- **Excess Liability Insurance, Umbrella Form, \$2,000,000 each occurrence and \$2,000,000 aggregate, which shall provide coverage for commercial general liability, automobile liability, and employer's liability under workers' compensation.**
- **Additional Insureds - Each policy of liability insurance other than employer's liability under workers' compensation shall name the Town of Egremont and its officers, employees, boards, commissions and committees as additional insureds.**
- **Cancellation or Amendment - Each policy of insurance required to be purchased and maintained by the selected Respondent, and the certificate or other evidence thereof, shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially amended and no renewal will be refused until at least thirty (30) days' prior written notice has been given to the Egremont Board of Selectmen.**
- **Failure to Provide and Maintain Insurance - Failure to provide and continue in force such insurance shall constitute a material breach of the Lease Agreement and shall be grounds for immediate termination thereof by and in the sole discretion of the Egremont Board of Selectmen.**

LOCATION OF LEASED PREMISES

The location for which a Lease Agreement may be issued for a cellular/wireless communications facility is situated on the town owned property at 171 Egremont Plain Road, otherwise known as Route 71, and is identified as Assessors Map 9 - Parcel 4.

PROPERTY DESCRIPTION

Each Respondent shall examine the subject property to evaluate the premises for suitability for the use intended by the Respondents, to familiarize itself with the property and with the requirements of this RFP and to prepare its proposal in a thorough manner. Lease Agreement terms shall set forth the location of the Facility, the enclosed equipment shelter and/or equipment pad, and the non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities. It shall be the Respondents' sole responsibility to evaluate the property for suitability with respect to the proposed lease, including but not limited to determining whether the site is appropriate for approval by the Federal Aviation Administration.

PROPOSAL SUBMISSION REQUIREMENTS

Request for Proposal specifications and information are available at the Office of the Board of Selectmen. Each proposal shall be submitted in a sealed envelope which is marked "Proposal: Lease of Portion of Real Property For Wireless Telecommunications Facilities to Provide Personal Communications Services". The price proposed to be paid to the Town of Egremont shall be submitted in a separate, sealed envelope marked as noted in the previous sentence and with the additional information "Form 2 Price Proposal". Each Respondent shall submit one (1) original and five (5) copies of its sealed proposal to the Office of the Town of Egremont Board of Selectmen no later than 1:00pm on Friday, January 18, 2019 at which time all proposals will be opened by the Procurement Officer and read publicly in the presence of a witness and a Register of Proposals will be prepared. Proposals received after this time will be rejected and returned. The Town of Egremont will not be responsible for premature opening of any proposals not properly identified.

In responding to this RFP, Respondents must follow the prescribed format and use the included forms. By so doing, each Respondent will be providing the Town of Egremont with comparable data to that submitted by other Respondents and thus be assured of fair and objective treatment in the Town's review and evaluation process. Each proposal shall include completed Forms 1 through 4 inclusive, as well as Certificates of Insurance, Equipment List, proof of approval of site by the Federal Aviation Administration, the Lease Agreement with statement of acceptability attached, and a Plan depicting the location of the proposed facility.

In addition to addressing each item in this Request for Proposals, each Respondent shall submit, as part of its proposal, the following:

- A letter of transmittal signed by an individual authorized to negotiate for and contractually bind the Respondent, stating that the proposal is effective for at least sixty (60) calendar days from the date of opening of the proposals.
- An explicit statement of intent that the Respondent shall comply with all Town bylaws, rules and regulations in the implementation of their proposal.
- Information that the Respondent has the financial capability to construct, install, operate, maintain and repair the proposed cellular/wireless communications facility, including without limitation a copy of the audited financial statements for the Respondent's two most recent fiscal years.
- A fully executed and completed Submittal Statement.
- The name, address, telephone number and job title of the individual who will be the Respondent's contact person.

- The name, telephone number and function of all consultants whom the Respondent intends to use on the project.
- The price or consideration which the Respondent proposes to pay for each year of the Lease Agreement term. (*separate submittal*)
- Proof of approval of the site by the Federal Aviation Administration.

Submission of a proposal shall mean that the Respondent has examined the proposed Leased premises and the proposal documents. Failure of a Respondent to completely investigate the site and/or to be thoroughly familiar with the proposal documents shall not relieve the Respondent from any obligation with respect to that proposal.

EVALUATION

The Board of Selectmen shall determine the most advantageous proposal from a responsible and responsive Respondent taking into consideration price and the following evaluation criteria. Evaluations will be based on the Selection Criteria (the Criteria") contained herein and will involve a two step process. In the first step, all proposals which are complete and which are received by the stated deadline shall be reviewed to determine if they meet the Minimum Criteria. Those proposals which do not meet the Minimum Criteria will be rejected. Those proposals which do meet the Minimum Criteria shall then be reviewed and evaluated utilizing the Comparative Criteria. Any Respondent may be required to clarify its proposal with the Board at any time during the procurement process. Should any such clarifications potentially affect other proposals being considered, all Respondents who have submitted proposals by the deadline date shall be notified of said clarifications and shall be provided an opportunity to submit additional relative information. At the Boards discretion, in order to clarify a proposal, minor corrections may be allowed, except to the price proposal. Following the evaluation, price proposals will be reviewed and based on a combination of the evaluation and price, each proposal will be ranked as Unacceptable, Not Advantageous, Advantageous or Highly Advantageous. The Board of Selectmen has the right to reject, in its discretion, any and all proposals if it determines such action to be consistent with the law and in the best interests of the Town of Egremont.

Minimum Criteria

Respondent must be authorized by the Federal Communications Commission to provide cellular/wireless communication services in Massachusetts.

All portions of equipment other than the tower, antennae, antennae arrays, panels, and that which is stored in the equipment building must be hidden from view and must be encased in the conduits provided for that purpose or appropriately landscaped.

The entire system must be installed to be compatible with other uses located on the property.

Respondent must demonstrate compliance with all standards of the Federal Communications Commission and must have all necessary local, federal and state certifications, permits and approvals.

Respondent must submit at least five (5) acceptable letters of reference from entities with which Respondent has done business.

<u>Comparative Criteria</u>		<u>Points</u>
1.	<u>Lease Term</u>	
a.	<u>Unacceptable:</u> <i>Less than 20 years</i>	0
b.	<u>Not advantageous:</u> <i>Less than 25 years</i>	1
c.	<u>Advantageous:</u> <i>Twenty five year terms</i>	3
d.	<u>Highly Advantageous:</u> <i>Twenty-five year terms, with extensions</i>	5
2.	<u>Annual Escalation of Lease Fee</u>	
a.	<u>Unacceptable</u> <i>No Escalation of Lease Fee</i>	0
b.	<u>Not Advantageous</u> <i>Less than 3% Escalation of Lease Fee every five years</i>	1
c.	<u>Advantageous</u> <i>3% Escalation of Lease Fee every five years</i>	3
d.	<u>Highly Advantageous</u> <i>Greater than 3% escalation of Lease Fee every years</i>	5
3.	<u>Landscaping of Equipment Building</u>	
a.	<u>Unacceptable</u> <i>No landscaping</i>	0
b.	<u>Not Advantageous</u> <i>Minimal landscaping</i>	1
c.	<u>Advantageous</u> <i>Fully landscaped, but does not completely conceal equipment building</i>	3
d.	<u>Highly Advantageous</u> <i>Landscaping which completely conceals equipment building</i>	5

4. **Camouflage of Tower**
- a. **Unacceptable**
Tower with no camouflage at maximum allowed height 0
 - b. **Not Advantageous**
Tower with camouflage at maximum allowed height, but does not blend with surrounding environment 1
 - c. **Advantageous**
Tower at maximum allowed height, but blends with surrounding environment 3
 - d. **Highly Advantageous**
Tower at less than maximum allowed height and blends with surrounding environment 5
5. **Co-location**
- a. **Unacceptable**
Failure to provide for additional carriers 0
 - b. **Not Advantageous**
One additional carrier 1
 - c. **Advantageous**
Two to Three additional carriers 3
 - d. **Highly Advantageous**
Four or more additional carriers 5
6. **Telecommunication Use By the Town**
- a. **Unacceptable**
No use of the facilities by the Town 0
 - b. **Not Advantageous**
Minimal town telecommunication equipment permitted 1
 - c. **Advantageous**
Installation of Town telecommunication equipment at the Property at the Town's expense 3
 - d. **Highly Advantageous**
Installation of Town telecommunication equipment at the Property at no cost to the Town 5
7. **Maintenance of Right-of-Way**
- a. **Unacceptable**
No maintenance of Right-of-Way 0
 - b. **Not Advantageous**
Maintenance of the Right-of-Way with some impact to the

- | | | |
|----|---|---|
| | <i>scenic beauty of the surrounding land</i> | 1 |
| c. | <u>Advantageous</u>
<i>Maintenance of the Right-of-Way at no cost to the Town with no impact to the scenic beauty of the surrounding land</i> | 3 |
| d. | <u>Highly Advantageous</u>
<i>Maintenance of the Right-of-Way, at no cost to the Town, in a manner that maintains and/or enhances the scenic beauty of the surrounding land; all power and communication lines underground</i> | 5 |

In evaluating those proposals which satisfy the Minimum Evaluation Criteria, the following point ranges will determine the overall rating of each proposal:

- | | |
|-----------------------------|--|
| Highly Advantageous: | The total points assigned to the seven areas of evaluation attain a score between 20 and 30. |
| Advantageous: | The total points assigned to the seven areas of evaluation attain a score between 13 and 19. |
| Not Advantageous: | The total points assigned to the seven areas of evaluation attain a score between 7 and 12. |
| Unacceptable: | The total points assigned to the seven areas of evaluation attain a score between 0 and 7. |

REJECTION OF PROPOSALS

The Egremont Board of Selectmen reserves the right to reject any and all proposals received in response to the RFP, if it determines such action to be consistent with the law and in the best interests of the Town of Egremont. In addition, a proposal may be rejected if the Respondent:

- Fails to submit its proposal in the format specified herein or to supply the minimum information requested herein; or**
- Fails to adhere to one or more of the provisions established in this RFP; or**
- Fails to respond to each issue in this RFP; or**
- Fails to meet the minimum evaluation criteria specified in this RFP; or**
- Fails to submit its proposal to the required address on or before the deadline date established in the Proposal Submission Requirements of this RFP; or**
- Misrepresents its products or provides demonstrably false information in its proposal, or fails to provide material information; or**
- Fails to submit costs in a separate Price Proposal.**

MISCELLANEOUS

After a successful Respondent is selected, it shall, prior to or at the time of execution of the Lease Agreement, pay to the Town of Egremont a nonrefundable administrative fee of Five Thousand (\$5,000) dollars.

No construction, installation or operation of a cellular/wireless communications facility shall be permitted by the Egremont Board of Selectmen unless the Respondent demonstrates to the Board's satisfaction that it currently possesses in good standing all required Federal, State and Town permits, approvals and certifications to construct, install, operate, maintain and repair the proposed cellular/wireless communication facility, and until the RESPONDENT demonstrates to the satisfaction of the Board that it has provided the insurance, Performance Bond and Payment Bond required by the RFP and the Lease Agreement.

The Egremont Board of Selectmen reserves the right to locate other facilities, equipment and/or structures on the premises so long as they do not interfere with the proper operation of the Lessee's facility or equipment.

The selected Respondent shall submit evidence, including without limitation any requisite corporate votes, demonstrating that the designated representative of the Respondent is authorized to sign the Lease Agreement and all other necessary documents on behalf of the Respondent. Any representative of the Respondent shall warrant that he or she is authorized to sign the lease. The Egremont Board of Selectmen by signing the Lease Agreement or any other documents associated with the lease, shall incur no personal liability.

Tower construction to be completed within 18 months of issuance of all permits. The Lessee shall apply to the Egremont Board of Selectmen for an extension not to exceed an additional 18 months, if needed.

Questions regarding this RFP must be in writing and should be directed to Mary Brazie, Procurement Officer, Egremont Town Hall, 171 Egremont Plain Road, North Egremont MA, 01230 or by email at tegrement@egremont-ma.gov All questions and answer will be made addenda to this proposal and will be sent to each Respondent. Each Respondent shall acknowledge on the proposal form its receipt of same.

SUBMITTAL STATEMENT

In response to this Request for Proposals, the Respondent shall attach this form to a transmittal cover letter on business letterhead.

This Proposal is hereby submitted on _____, 2018 at _____ p.m. by:

Name and Address of Respondent

Name and Address of Contact

Person _____ Phone _____

This submittal consists of one (1) original and five (5) copies of the following:

- a. **Transmittal Cover Letter with this Submittal Statement**
- b. **"Proposal Summary" (Form 1)**
- c. **"Price Proposal" (Form 2)**
- d. **"Certificate of Non-Collusion", "Certification As to Compliance with Tax Laws" and "Disclosure of Beneficial Interests" (Form 3)**
- e. **"Statement of Qualifications and Related Experience" (Form 4)**
- f. **Certificate of Insurance for operations, contractors and sub-contractors**
- g. **Equipment List (Exhibit "A")**
- h. **Cellular/Wireless Communications Lease Agreement with statement of acceptability attached Statement of Intent to Comply with Town Bylaws**
- i. **Proof of approval of site by Federal Aviation Administration**

This proposal is a firm offer to enter into a Lease Agreement for no more than 6,000 square feet, not including the access road, of that certain Town-owned real property located at Assessors Map 9 - Parcel 4 per the terms and purposes described in the Town's Request for Proposals. This proposal shall remain open for a period of sixty (60) days following written notice of vendor selection.

Signed: _____ Date _____
Name and Title: _____

Company: _____ Phone _____
Address: _____

FORM 1
PROPOSAL SUMMARY

Please provide no more than a two page summary of your proposal, including a proposed Lease term, price escalation adjustment and schedule for completing the construction of the Tower and installation of the antennas and equipment.

FORM 2
PRICE PROPOSAL

To the Egremont Board of Selectmen:

A. The undersigned hereby proposes to enter into a Lease Agreement for _____ square feet, not include the access road, of that certain Town-owned land situated at Assessors Map 9- Parcel 4, for the sole purpose of constructing, erecting, operating and maintaining a cellular/wireless communication facility to provide personal communications services, including a telecommunications tower, antennas, an equipment pad or shelter, cables, transmission and utility wires, poles, conduits, pipes, accessories and related equipment and improvements.

B. The proposed price for the first year of the Lease Agreement is: _____ Dollars

(total price in words)

\$ _____
(figures)

C. The proposed escalator adjustment for the second term of the Lease Agreement is: _____ percent (%)

D. The proposed escalator adjustment for the third term of the Lease Agreement is: _____ percent (%)

E. The proposed escalator adjustment for the fourth term of the Lease Agreement is: _____ percent (%)

F. The proposed escalator adjustment for the fifth term of the Lease Agreement is: _____ percent (%)

G. The proposed rent for each PCS Broadband or Cellular sublessee using the Structures or the Leased Space _____ Dollars
\$ _____

Signed: _____ Date: _____
Name and Title:

Company: _____ Phone _____

Address: _____

***PLEASE NOTE THAT THIS FORM MUST BE PLACED IN A SEPARATE ENVELOPE
WITH THE ENVELOPE MARKED
FORM 2, PRICE PROPOSAL***

FORM 3
CERTIFICATIONS/DISCLOSURES

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature/Title

Company/Firm Name

Certificate as to Payment of State Taxes

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number
or Federal Identification
Number

Signature/Title

Company/Firm Name

Disclosure of Beneficial Interests

The undersigned certifies under penalties of perjury that this proposal has been made and submitted with the following statement as required by Chapter 7, Section 40J of the General Laws:

The following names and addresses represent all persons who have or will have a direct or indirect beneficial interest in the above-identified parcel if the Town of Egremont enters into a Lease Agreement with the undersigned:

Name

Address

Signature/Title

Company/Firm Name

FORM 4
STATEMENT OF QUALIFICATIONS AND RELATED EXPERIENCE

- 1. Identify the Respondent and all contractors and/or subcontractors:**

- 2. List the name, address and telephone number of the assigned project manager. Attach resume and/or list of similar projects with which said project manager has been involved. Attach references for the project manager's work where applicable.**

- 3. Attach a list of any wireless communications facility installations made by your company within the last year, up to five, including site addresses and contact person names, addresses, telephone numbers and job titles for each installation. Provide a similar list of current leases, contract or Lease relationships with municipalities, if any.**

- 4. A list of any current and past projects of the Respondent within the past five (5) years involving constructing, installing, operating, maintaining and repairing a cellular/wireless communications facility, including site addresses and the name, address, telephone number and job title of reference persons for each project.**

CERTIFICATE OF INSURANCE

Replace this page with required certificate.

EXHIBIT "A"
EQUIPMENT LIST

The selected Respondent shall have the right to place the following equipment, listed below, on the Facility and/or the Site, and shall have the right to repair, replace and/or modify said equipment to the extent allowed within the terms of the Lease Agreement: