



**CITY OF WARWICK**  
**PURCHASING DIVISION**  
**3275 POST ROAD**  
**WARWICK, RHODE ISLAND 02886**  
**TEL. (401) 738-2000, ext. 6240**  
**FAX (401) 737-2364**

**SCOTT AVEDISIAN**  
**MAYOR**  
**JAMES F. MARCELLO**  
**PURCHASING AGENT**

The following notice is to appear in the Providence Journal on Thursday, June 11, 2009. It will also appear on the City of Warwick's website. The website address is <http://www.warwickri.gov/purchasing/bids.htm>.

**CITY OF WARWICK**  
**PROPOSALS REQUESTED FOR**

**RFP #2010-36 Lease of Space on Existing City Telecommunication Towers**

Plans and specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 A.M. until 4:30 P.M. on or after Thursday, June 11, 2009. ***Please note that our office will be closed on Friday, July 3, 2009.***

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 A.M., Tuesday, July 7, 2009. The proposals will be opened publicly commencing at 10:00 A.M., on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, Ext. 6241 or TDD at 401-739-9150 at least 48 hours in advance of the proposal opening date.

**Original Signature on File**

James F. Marcello  
Purchasing Agent

**CITY OF WARWICK  
INVITATION FOR PROPOSALS**

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The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item have been opened, no other bids will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely on his own behalf without connection with, or obligation to, any undisclosed person or firm.

**All bids must be submitted with one (1) original and three (3) copies and one (1) digital (PDF) on a cd/dvd or flash drive in a sealed envelope, and plainly marked on the exterior of the envelope which should read: *YOUR COMPANY NAME* and plainly marked on the exterior of the envelope "RFP #2010-36 Lease of Space on Existing City Telecommunication Towers".**

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

All questions pertaining to these specifications should be referred to Daniel Geagan or Richard Crenca, Planning Department, 3275 Post Road, Warwick, Rhode Island, at (401) 738-2000, extensions 6295 and 6292, respectively.

**All bids must be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.**

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the proposal after it has been opened.

Any deviation from the specifications must be noted in writing and attached as part of the proposal. The Bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The successful bidder must provide the City of Warwick with an *original* certificate of insurance (faxes are not acceptable) naming the *City of Warwick as the additional insured* and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

The contractor must carry a minimum of \$2,000,000.00 in professional liability insurance, \$1,000,000.00 general liability insurance and statutorily-required workmen's compensation and motor vehicle insurance in the amounts indicated in the specifications and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The successful bidder will provide said insurance within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The IRS Form W-9 attached must be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City. Every attempt will be made to recommend a firm for award by the Purchasing Agent and approved by the Warwick City Council within sixty (60) days of the opening of the proposal.

The City reserves the right at any time to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered and/or provided if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services has been placed and/or provided, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered and/or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

Prices shall be held for an initial (minimum) ten (10) year period with the firm's option to renew for one (1), five (5) year term and the City's sole option to renew a second five (5) year term for a potential maximum contract period of twenty (20) years.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations hereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered and/or services provided during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

**The successful bidder must adhere to all City, State and Federal Laws, where applicable.**

**CITY OF WARWICK, RHODE ISLAND**

**REQUEST FOR PROPOSALS  
LEASE OF SPACE  
ON EXISTING CITY TELECOMMUNICATIONS TOWERS**

The City of Warwick has received multiple requests to co-locate on City owned telecommunication facilities. In response, the City is seeking proposals from telecommunications firms to lease vacant space on City owned towers including ground space for equipment shelters. The lease shall include appurtenant easements for ingress and egress.

The City expects to select multiple firms to lease mutually agreed upon space on existing tower locations within the City of Warwick. Certain towers have space available for multiple carriers and firms may bid on multiple sites. The firm with the highest bid at each location shall receive preference in both placement on the tower and of ground equipment. It shall be the sole responsibility of the successful firm to obtain all required permits and approvals necessary for the installation of the equipment at no cost to the City.

It is the intent to award contract(s) for an initial (minimum) ten-year period with the firm's option to renew for one, five-year term and the City's sole option to renew a second, five-year term for a potential maximum contract period of twenty-years. This does not apply to the Warwick Neck Water Tower as the City's lease with the Diocese expires on August 31, 2017.

The execution of a lease resulting from the proposals shall be expressly subject to approval by the Warwick City Council.

**SUBMISSION REQUIREMENTS**

**One (1) original and four (4) copies of the proposal AND one digital copy (preferably pdf) on a cd/dvd or flash drive:**

Proposals shall include the following:

1. Firm name, address, telephone number, email address and the primary contact who is authorized to negotiate on behalf of the firm;
2. General description of the business operating nature of applicant and a general financial statement detailing financial ability to consummate the assignments of lease;
3. Submit a statement as to indebtedness, if any, to the City of Warwick;
4. Resumes of principals who will be supervising the installation of the equipment and the negotiation of the lease;
5. If a joint venture is proposed, the above information for all parties to the joint venture and the role of each party to the venture;
6. Price proposal: The price proposal shall consist of a monthly fee to be paid to the City over each lease term. All proposals shall specify annual rent for the first year (base rent of the lease) and an (escalation) adjustment thereafter for the maximum term of the lease, including each term.
7. Area (total square feet and dimensions) required for ground equipment and/or equipment shelters.

8. Proposals shall include plans, photographs, renderings and other documents to clearly outline the scope of installation of equipment.
9. Three references (preferably municipal) and any other relevant information.
10. A list of projects including, name, location, date, and name of owners for which similar installations of equipment took place within the last three years. Identify projects as completed or underway;
11. List any proceeding by the federal, state, or local government, or any officer, commission, board or instrumentality of such government, to revoke any license or permit or impose any fines or penalties relating to the location or operation of wireless communication facilities owned or operated by the firm.
12. List any litigation involving the firm concerning the location or use of a wireless communication facility over the last three years, giving the names of the parties, the court and case number and the outcome of such litigation.
13. The firm shall submit a proposed draft lease document setting forth, at a minimum, the name of the parties to the lease, the responsible parties to receive notices under the lease, a detailed description of the leased property, the duration of the lease, the payment terms, when payments are due, the responsibilities and obligations of the parties for leasehold improvements, repairs, maintenance, liability and casualty insurance. The lease shall prohibit assignment of subletting, without written approval of the City of Warwick, shall specify what constitutes cause to terminate the lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem.

#### **Additional Requirements:**

Provide information on the firm's current professional liability insurance including name of the carrier, policy limits and policy deductible. Firms responding shall have a minimum of \$2 Million in professional liability insurance, \$1 Million in general liability insurance and statutorily-required workmen's compensation and motor vehicle insurance. The City must be named as an additional insured and certified holder.

Failure to meet the above conditions may result in disqualification of the proposal.

#### **PROCESS**

Each winning firm shall be required to enter into a written lease agreement, in a form approved by legal counsel for the City, for mutually agreed upon space on City owned towers for the purposes of hosting cellular equipment. The City reserves the right to negotiate the terms and conditions of the contract(s) with the selected firm(s).

Upon mutual agreement of lease terms and conditions, the lease will be forwarded to the Warwick City Council for approval and/or execution. Upon execution of the lease by both parties the successful firm(s) may apply for the necessary building permits.

The City will make every effort to promptly negotiate each lease and submit each lease to the City Council for consideration. However, priority for lease negotiations shall be given to the respondent with the most beneficial terms for the City as determined by the City. Ideally the City wishes to present all leases at one meeting of the City Council.

## **LEASE CONSIDERATIONS**

The selected firm(s) shall be authorized by the FCC to provide wireless communication services in a Market/Trading Area serving Rhode Island in whole and will be fully responsible for all permitting, for all costs for construction and maintenance of their equipment and facilities. All attachments to the property will be undertaken so as not to interfere with the City's present and/or future use for the site or the present and/or future use by any other tenant. In the event that tenant does interfere, in any manner whatsoever, then the City has the right and option to cease tenant's operations until such time such interference ceases and is non-existent. The tenant shall indemnify the City for any claim made by any other tenant against the City as a result of any interference created by the company. In addition, any damage, whatsoever and of any kind, to the property, normal wear and tear excepted, will be repaired by the tenant to the sole satisfaction of the City of Warwick or its authorized agent.

Further, it is the successful firm's responsibility to ensure that all local, state and federal codes and laws are complied with fully with respect to their equipment.

Existing, abandoned equipment shelters may be utilized provided that they are suitable, structurally sound and unoccupied. Priority to utilize such structures and priority in locating new equipment shelters shall be given to the respondent with the most beneficial terms for the City as determined by the City.

Physical improvements, including shelters, generators, utility infrastructure, and the like, shall be property of the City upon lease termination/expiration.

Emergency access shall be provided 24 hours a day, 7 days a week. Routine maintenance shall require advance notification to a point of contact to be specified in the lease.

Leaseholders will be responsible for any applicable taxes on the structure and/or their equipment. The City may, at its sole discretion, require any and all antenna and/or equipment to be installed in a manner utilizing aesthetically pleasing measures (i.e. color/paint) which would ensure the integrity of the City facility property.

All successful firms will be required to supply a Plan of Services, a portion of which will be incorporated into the lease, containing the following:

- a. The firm shall prepare and submit a plan on the proposed installation, including antenna size and configuration, attachment brackets, conduit, cabling, and any other equipment to be attached, and the size, shape and location of any ground level equipment.
- b. The firm shall also describe in its proposal how it will attach a conduit in such a way as to allow the city, if it desires, to lease other sections in the future.
- c. The firm shall submit a report by a qualified professional/structural engineer or other appropriate professional evaluating the physical condition of the host structure and its ability to structurally host the proposed equipment.
- d. Any other information necessary for obtaining a building permit.
- e. The firm shall meet with the Chief of the Warwick Fire Department to ensure that all plans give due consideration to the Fire Department's current and future communication needs.

Each successful respondent shall be required to remove, at its own expense, all antenna(s), antenna mounting hardware and other equipment at the termination of their lease.

The City expects that the minimum annual escalation of rent shall be the greater of 3% annually or the Boston Area Consumer Price Index.

All building permit fees will be the responsibility of the successful firm.

*Lease term to begin the lesser of either, 1) 60 days after City Council Approval, or 2) upon the issuance of a building permit.*

### **PERMITTING**

Upon approval of a lease by the City Council, the successful applicants may apply for building permits to locate on the tower(s). Co-Location on existing towers is allowed by right. It is the responsibility of the successful firm to apply for and obtain any and all required permits.

### **EVALUATION PROCESS**

The objective of the City's criteria is to identify reliable and experienced firm(s) capable of fully performing under the terms of this Request for Proposals and final lease document. The City will evaluate proposals submitted on the basis of the evaluation criteria set forth in this Request for Proposals. Companies who fail to include all submission requirements may be rejected as non-responsive. Companies who fail to meet one or more of the Evaluation Criteria may be judged unacceptable and disqualified from further consideration.

#### **Minimum Evaluation Criteria:**

Proposals will be evaluated by a committee on the basis of the most advantageous to the City with due consideration to the following factors:

1. 70 points: Price Proposal
2. 10 points: Financial stability of bidder and Firm Experience.
3. 10 points: The number and value of leases to be assigned.
4. 5 points: Term of years sought to be purchased given the lease terms presented.
5. 5 points: Degree of responsibility to be maintained by the City under the leases and/or continued expense, if any, incurred by the City for maintenance of responsibility under said leases, upon the sale and assignment of said leases.

## **AVAILABLE LOCATIONS FOR LEASE**

- 1) ***Warwick Police Department***  
99 Veterans Memorial Drive  
180'+/- Monopole
- 2) ***Cowesett Fire Station***  
450 Cowesett Road  
90'+/- Monopole
- 3) ***Warwick Neck Water Tower\****  
900 Warwick Neck Avenue  
120'-130'+/-

\* There is an existing tenant on the Warwick Neck water tower. Should this tenant's equipment need to be moved or relocated to install a new platform, all costs related to this shall be borne by the successful firm(s) and shall not be completed without the prior written consent, coordination with, and approval of said tenant. Written approval from the Diocese of Providence approval is also required for any additions to this site.

Improvements to infrastructure shall be required. All design, structural engineering and installation costs shall be the responsibility of the successful respondent(s) with no expense to the City. Should multiple leases be awarded; it shall be acceptable to the City that multiple firms share costs of any needed infrastructure improvements. All bidders shall take into consideration the need to expend funds on design and engineering to determine 1) if it is structurally feasible to locate additional equipment on the Warwick Neck water tower, and 2) to provide necessary structural drawings/plans for permitting. Engineered designs and infrastructure installation shall provide (at no expense to the City) for the maximum number of carriers to be located on the structure. Ground space is limited and therefore bidders should be aware of this limiting factor. This lease will expire on August 31, 2017.

***Bidders are encouraged to consider stacking their equipment vertically inside the conical base section of the tower in order to avoid collocation conflicts and/or the possibility of the denial of future expansion space.***

**CITY OF WARWICK**

**PROPOSAL AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** RFP #2010-36 Lease of Space on Existing City Telecommunication Towers

**I. PROPOSAL:**

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications and

WHEREAS, the person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below and

WHEREAS, this offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

THEREFORE NOW BE IT RESOLVED, that the bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by bonds, if required by the specifications.

**Pricing As Submitted on Appendix A**

**APPENDIX A**

**PRICE PROPOSAL: Warwick Police Station Tower\***

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>INITIAL TERM</i></b>		
YEAR 1		
YEAR 2		
YEAR 3		
YEAR 4		
YEAR 5		
YEAR 6		
YEAR 7		
YEAR 8		
YEAR 9		
YEAR 10		
<b>TERM TOTAL</b>		

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>RENEWAL TERM ONE**</i></b>		
YEAR 1		
YEAR 2		
YEAR 3		
YEAR 4		
YEAR 5		
<b>OPTION 1 TOTAL</b>		

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>RENEWAL TERM TWO***</i></b>		
YEAR 1		
YEAR 2		
YEAR 3		
YEAR 4		
YEAR 5		
<b>OPTION 2 TOTAL</b>		

\* Minimum annual escalation of the greater of 3% annually or the Boston Area CPI

\*\* Firm's option to renew lease

\*\*\* City's option to renew lease

**PRICE PROPOSAL: 450 Cowesett Road (Fire Station)\***

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>INITIAL TERM</i></b>		
YEAR 1		
YEAR 2		
YEAR 3		
YEAR 4		
YEAR 5		
YEAR 6		
YEAR 7		
YEAR 8		
YEAR 9		
YEAR 10		
<b>TERM TOTAL</b>		

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>RENEWAL TERM ONE**</i></b>		
YEAR 1		
YEAR 2		
YEAR 3		
YEAR 4		
YEAR 5		
<b>OPTION 1 TOTAL</b>		

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>RENEWAL TERM TWO***</i></b>		
YEAR 1		
YEAR 2		
YEAR 3		
YEAR 4		
YEAR 5		
<b>OPTION 2 TOTAL</b>		

\* Minimum annual escalation of the greater of 3% annually or the Boston Area CPI

\*\* Firm's option to renew lease

\*\*\* City's option to renew lease

**PRICE PROPOSAL: Warwick Neck Water Tower\***

**LEASE Terminates August 31, 2017\*\***

<b>TERM</b>	<b>MONTHLY RENT</b>	<b>ANNUAL</b>
<b><i>INITIAL TERM</i></b>		
YEAR 1 (8/09-8/10)		
YEAR 2 (8/10-8/11)		
YEAR 3 (8/11-8/12)		
YEAR 4 (8/12-8/13)		
YEAR 5 (8/13-8/14)		
YEAR 6 (8/14-8/15)		
YEAR 7 (8/15-8/16)		
YEAR 8 (8/16-8/17)		
<b>OPTION 1 TOTAL</b>		

\*Minimum annual escalation of the greater of 3% annually or the Boston Area CPI

\*\* Should City lease be renewed it is expected that there will be opportunity to lease tower space for additional term(s) subject to a competitive bidding process.

-For purposes of bid, assume that lease term begins August 2009. Actual start date may vary.



**CITY OF WARWICK  
BIDDING PROCEDURES**

**QUESTIONNAIRE & ACKNOWLEDGEMENT FORM**

RFP #2010-36 Lease of Space on  
Existing City Telecommunication Towers

Kindly acknowledge receipt of bid specifications by completing this form and returning it to the Warwick Purchasing Division, 3275 Post Rd., Warwick, RI 02886.

1. Did the specifications appear to be:  
Too restrictive? Yes: \_\_\_ No: \_\_\_  
Too loosely structured? Yes: \_\_\_ No: \_\_\_  
Explain: \_\_\_\_\_
  
2. Was sufficient time allowed to respond to these specifications? Yes: \_\_\_ No: \_\_\_
  
3. Did any of the following prevent you from bidding?  
Bid surety? Yes: \_\_\_ No: \_\_\_  
Performance and Payment Bond? Yes: \_\_\_ No: \_\_\_  
Department of Labor Requirements? (such as prevailing wages & benefits) Yes: \_\_\_ No: \_\_\_  
Insurance requirements? Yes: \_\_\_ No: \_\_\_
  
4. Was your preference not to bid because of the payment schedule of the City of Warwick? Yes: \_\_\_ No: \_\_\_
  
5. Did your work schedule prevent you from bidding? Yes: \_\_\_ No: \_\_\_
  
6. *Do you wish to remain on a bidder's list?* Yes: \_\_\_ No: \_\_\_

**COMMENTS OR ADDITIONAL EXPLANATIONS TO THE ABOVE QUESTIONS:**

\_\_\_\_\_

Your response to this survey will allow the Warwick Purchasing Division to evaluate bidding procedures and make necessary revisions to assist the majority of bidders.

Thank you for your participation.

COMPANY NAME: \_\_\_\_\_ BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TEL. #: \_\_\_\_\_ DATE: \_\_\_\_\_