

Patricia A. Peshka
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
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The following notice is to appear on the City of Warwick's website Wednesday, May 25, 2022. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
PROPOSALS REQUESTED FOR**

RFP2023-066 Land Lease Winter Avenue Telecommunications Tower

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, May 25, 2022.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, July 26, 2022. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

A **non-mandatory** virtual pre-bid conference will be held on Tuesday, June 21, 2022, 10:00 AM via Zoom.

When: Jun 21, 2022 10:00 AM Eastern Time (US and Canada)
Topic: RFP2023-066 Land Lease Winter Avenue Telecommunications Tower

The following options are available to access this meeting:

• Follow the following link: <https://us02web.zoom.us/j/87401355587>

• Or One tap mobile :

US: +13126266799,,87401355587# or +16465588656,,87401355587#

•Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or 833 548 0282 (Toll Free) or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free) or 833 548 0276 (Toll Free)

Webinar ID: 874 0135 5587

Awards will 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.

The City of Warwick, in addition to soliciting bids in response to this RFP, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the proposal opening date.

Original Signature on File

Patricia A. Peshka

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future proposals will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

RFP2023-066

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

RFP2023-066 Land Lease Winter Avenue Telecommunications Tower

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Proposals 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 proposal not properly addressed and identified. No proposals will be accepted via facsimile or email.

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

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal will 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 non-compliance 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 proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

All proposals should be submitted with one (1) original, one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2023-066 Land Lease Winter Avenue Telecommunications Tower."

Should you have any questions, please contact Daniel Geagan, Planning Department, at 401-921-9685 or daniel.t.geagan@warwickri.com

All proposals should 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 proposal confers no rights for the withdrawal of the proposal after it is open.

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

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability and Automobile Liability in a minimum amount of \$1 million, 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.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

The successful bidder will provide said **Certificate of Insurance** and **State of Rhode Island's Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance 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 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 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.

The successful bidder must comply with all Rhode Island Laws applicable the 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 City reserves the right 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 will incur no liability for materials or services not yet ordered 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 have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will 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 will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will 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 proposal 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 will cover the actual quantities ordered 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.

Request for Proposals
City of Warwick, Rhode Island
Winter Avenue Telecommunication Tower

The City of Warwick is seeking proposals from qualified Vendors to design, engineer, construct, own and maintain a multi-tenant telecommunications tower, associated buildings and infrastructure whose purpose is to support the City's communications and to provide a source of revenue from wireless services sharing the tower with the City.

The facility is to be constructed on land immediately adjacent to Clegg Field (122 Winter Avenue) in the Conimicut section of the City as illustrated on Exhibit A attached hereto. There is interest in the site from multiple wireless service providers.

The City of Warwick will evaluate proposals and determine which proposal is deemed to be of the most benefit to the City of Warwick residents. 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.

I. Background and Expectations.

The proposed location is adjacent to Clegg Field located at 122 Winter Avenue in the eastern section of the City. The surrounding land use is primarily densely developed residential neighborhoods. A telecommunication tower was approved for the site and has operated from approximately 1998 to current day. The existing tower has served as a hybrid tower and light structure supporting the recreation ball field at the complex. The tower experienced a fire in May of 2021 and has caused it to be removed. The approximate height of the tower was 75'. The City has reviewed the property based on a number of considerations and determined that a tower should be located as far from residences as possible in an area with the greatest buffer. The City is proposing a lease of ground space approximately 400' southeast of the current location (See attachment).

The new facility will be designed, engineered and constructed in a manner that is structurally suitable for 3 to 4 tenants and include space for municipal communications equipment. All permitting shall be the responsibility of the vendor with the City as co-applicant. FAA review and approval for maximum height is required.

At the completion of the project, the entire facility (tower, building, site improvements, etc) will be owned by the selected *Vendor (Tower Owner)*. While not preferred, the City will consider proposals that include a design, build and transfer of ownership of the tower to the City. Project design shall require approval from the City and as-built plans of the complete project shall be produced by the selected vendor and provided to the City. The selected Vendor will be responsible for decommissioning the tower at the end of the lease period and/or if at any time the tower is declared obsolete by the Vendor prior to the expiration of the lease.

II. Lessee Responsibilities

Obtain all permits necessary to meet all applicable federal, state, and local regulations including approval by the Warwick Planning Board and Warwick City Council. A title search on the subject lot(s) will be required with cost to be by the lessee.

Pay all costs associated with the permitting, design, installation, maintenance, operation and insurance of equipment and facilities. All work must be performed in a good and workmanlike manner, and in a manner that will not adversely affect the property, including, but not limited to, the structural integrity and maintenance of the property or any existing structure on the property, or in a manner that will cause any other damage to the property or structures located on or about the property.

Provide a Certificate of Insurance and copies of policies, which shall remain in effect during the construction and Lease Agreement term. Coverages shall be in accordance with City requirements to be determined.

Furnish a copy of the respondent's license(s) to operate and/or the respondent's proposed sub-tenant's license(s) to operate. Any such cellular communication systems' transmitters and receivers' frequencies shall not interfere with local radio, TV, local and regional public safety, national defense or other similar operations.

III. General Lease Considerations

1. The City retains the right, without any payment to the Lessee, to install security equipment, cameras, and communications equipment onto the communication tower.
2. It is the successful firm's responsibility to ensure that all local, state and federal codes and laws are complied with fully.
3. Physical improvements, including shelters, generators, utility infrastructure, and the like, shall be offered to the City upon lease termination/expiration. Should the City decline the tower and equipment, the tower shall be removed and the site restored to the original condition.
4. Emergency access shall be provided 24 hours a day, 7 days a week. Leaseholders will be responsible for any applicable taxes on the structure and/or their equipment.
5. 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).
6. Duration. Term shall be a maximum of twenty-years which can be structured in a mutually agreeable manner.
7. Lease will require indemnification and hold harmless agreement granted to the City against all claims and expenses associated with the installation, operation, maintenance and dismantling of said facilities, including any claims relating to the interruption of the public safety communications systems resulting from *Tower Owner* and/or *Service Provider* activities. The City may require *Tower Owner*, prior to the start of the construction or at any time during the lease period, to provide a *bond* covering the above.
8. The successful Vendor shall provide a draft proposed lease document. Final lease form and terms shall be approved by the City of Warwick's legal counsel and the Warwick City Council. Lease Term to begin upon issuance of a Building Permit or at a mutually agreed upon date.
9. City approval shall be required for all sub-tenant lease agreements, which shall not be unreasonably withheld. Lease proposals that are not considered market rate may be rejected.

IV. Submission Requirements

1. Name, company name, address, telephone number of Vendor.
2. Name, Company name, address, email address and telephone number of contact who is authorized to negotiate on behalf of Vendor.
3. A detailed showing of qualifications. Such showing shall include any information regarding technical, financial, and administrative capability to execute the project that the Vendor considers pertinent to the City's determination of the Vendor's competence relating to the project. In addition, the showing should include evidence of successful experience with the design, engineering, construction and maintenance of wireless towers and ground facilities.
4. A list of 3 references (preferably municipal) and examples of previous similar projects with communications tower lease projects successfully completed within the last five years, with the contact name, address and telephone number of the owners' representative in each project. The City reserves the right to contact these organizations regarding the services performed by the firm.
5. A detailed project proposal, describing, among other information that will assist the City in its decision, the manner in which the Vendor would execute the project, including features, alternative design options, terms and/or conditions, schedule of completion, maintenance and exclusions in the proposed scope.
6. Area. Dimensions Total footprint (i.e. 50' x 50'). Provide Maximum and minimum.
7. Price Proposal. The *price proposal* shall include a monthly lease fee to be paid to the City for the use of the land, plus any changes in lease payments based on the number of *Tenants* occupying the Tower or on the revenue obtained by the Tower Owner from one or more *Subtenants*. Proposal shall include monthly base-rent, annualized over the 20-year lease period including escalators.
8. Deviations/alternatives from RFP (if any).

V. Selection Criteria

The ranking of proposals shall be completed by City Staff.

1. The City will evaluate each proposal to design, engineer, construct and maintain the facility based on a combination of price, qualifications, proposed features, structures and materials, and other information it deems relevant to its decision.
2. Experience in constructing, owning and maintaining similar facilities is most advantageous.
3. Experience in facilities involving public safety communications is advantageous.
4. The City's selection of a successful *Vendor* will be based on its determination that a particular *Vendor's* proposal best suits the following goals: the plans are of superior technical quality, clear and concise and will result in a facility that can be constructed in a timely fashion and the facility will have capacity for the provision of wireless services and generate revenue for the City.
5. Efficient measures to reduce the visual impact and footprint of the facility without compromising its performance, revenue or reliability are most advantageous, and may be submitted as options to the proposal. Minimizing total area of disturbance is advantageous.
6. The City's equipment has priority in all cases and the risk posed by any installation to the operation of public safety communications will be considered.
7. Revenue: A proposal that maximizes revenue for the City is most advantageous.
8. The City of Warwick reserves the right, in its sole discretion, to reject, at any time during the selection process, any and all proposals which, in its sole discretion, are determined to not be responsive to the RFP or otherwise not to be in the City's best interest; the City also reserves the right to accept a proposal even though it may not be completely responsive or determined to be best for the community.

CITY OF WARWICK

PROPOSAL AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2023-066 Land Lease Winter Avenue
Telecommunications Tower

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.

The person or entity 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.

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

The bidder agrees that acceptance by the CITY OF WARWICK will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

Pricing as follows

Continued next page

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

SAMPLE PRICE PROPOSAL

(Alternatives acceptable – provided below information is included)

Assuming single-tenant

<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>ESCALATOR(Percent/Amount)</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

REVENUE SHARE PERCENTAGE:

Tenant 2:

Tenant 3:

Tenant 4: