

Dated: June 25, 2009
TOWN OF HANOVER

REQUEST FOR PROPOSALS FOR THE
LEASE OF PROPERTY TO BE USED FOR
TELECOMMUNICATIONS EQUIPMENT

Town of Hanover
Hanover, MA 02339

REQUEST FOR PROPOSALS

Sealed proposals will be received at the office of the Board of Selectmen, 550 Hanover Street, Hanover, MA 02339, until **July 13, 2009 at 11:00 AM**, for the following:

Lease of space on the Telecommunications Tower, at 129 Rockland Street (Route 139), Hanover, MA to be used for the installation, maintenance, and operation of telecommunications antennae equipment located @

90 feet (6) AP17-1900 or eq antennas on 16'-6" clamp-on platform. 1-5/8" line

100 feet (12) DAPA 2980.016 antennas on 16'-6" clamp-on platform. 1-5/8" line

130 feet (12) DAPA 2980.016 antennas on 16'-6" clamp-on platform. 1-5/8" line

Alternative proposals will be allowed, but any and all variations from this RFP must be clearly identified.

This is a 1999 existing Tower with adjacent equipment sheds and generator, located directly behind a police station. No site planning, development or other permits or licenses need to be pursued through the Town. It is essentially a turn key operation awaiting installation of successful Proposer's equipment. No bond is required by the Town at this time.

Specifications and Contract Documents may be obtained at the office of the *Board of Selectmen, Town Hall, 550 Hanover Street, Suite 29, Hanover, MA 02339*
(781) 826-2261

The Town reserves the right to reject any and all proposals, wholly or in part, and to accept proposals in the best interest of the Town.

Town of Hanover
BOARD OF SELECTMEN
R. Alan Rugman, Chairman
David C. Greene
Daniel A. Pallotta

REQUEST FOR PROPOSALS FOR THE LEASE OF PROPERTY TO BE USED FOR
TELECOMMUNICATIONS EQUIPMENT

The Town of Hanover, acting by and through its Board of Selectmen (hereinafter “the Town”), is planning to lease non-exclusive use of space on the existing tower and equipment sheds behind the Hanover Police Station at 129 Rockland Street. For purposes of this RFP, these spaces are being declared property that is available for disposition. Interested parties are invited to deliver three (3) copies each of price and non-price proposals to the *Board of Selectmen, Town of Hanover, Town Hall, 550 Hanover Street, Suite 29, Hanover, MA 02339*, no later than **July 13, 2009 at 11:00 AM**. E-mail proposals will not be accepted. All proposals shall be sealed and addressed to the *Board of Selectmen* and marked:

Town of Hanover ---Lease of Tower due 7-13-09 at 11:00 AM

All information pertaining to the parties’ technical and management approach to the installation, maintenance and operation of communications equipment at the site as well as the proposed cost and term shall be presented in the proposals. A party may specify one or more preferred location(s) being offered by the Town. Plans and specifications for the Tower are available for review at the Selectmen’s office. The proposal must address, as a minimum, each of the issues set forth in the request for proposals in order to be considered responsive. Any proposal which does not respond to each issue in the request for proposals shall be rejected by the Town as non responsive. The award(s) of this contract will be made by the Hanover Board of Selectmen.

The Town reserves the right to amend this proposal at any time prior to the deadline for submission of proposals, and to reject any and all proposals received, if it determines it to be in the best interest of the Town. The proposals will be evaluated and ranked. The Town will lease the space on the Tower, and the equipment sheds on the ground, to that number of successful Proposers (Proposers with best price value added together) which can be co-located on the Tower.

The most successful Proposer (Proposer with the best price value) will have first choice of locations on the Tower. Once arrangements for the most successful Proposer have been made, the Town will lease space to the other successful Proposers who demonstrate that said party’s use of the premises will not interfere with the most successful Proposer’s use and the use by any Proposer who is ranked higher. The lease of space to additional users will be offered to the other Proposers in the order in which they have been ranked. That is, the most highly ranked Proposer, after the most successful Proposer, will first be offered the second opportunity to lease space. It is the intent of the Town to encourage co-location by multiple users and all users will be required to take any reasonable actions necessary to accommodate other users and to facilitate co-location. Also, all Proposers must demonstrate that they will not interfere with use of the Tower and related equipment by the Town Departments for communication purposes.

All Proposers are welcome to test the site during the week of July 6, 2009. The Proposer shall make appropriate arrangements with the Emergency Communication Center, 129 Rockland St. at (781) 826-3231. An appropriate Certificate of Insurance will be required prior to preparing the site for testing. All test equipment must be removed from the site by 4 PM July 9, 2009.

In addition to addressing each of the items in the specifications, the Proposer must submit, as part of its proposal, the following:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and to submit any related votes of the corporation or Board of Directors, as necessary, as proof of authorization.
2. A copy of the audited financial statements for the Proposer's most recent fiscal year.
3. A list of entities with which the Proposer has done business.
4. Completed disclosure of beneficial interest in real property transaction as required.
- 5 Fully executed non collusion certificate.

Submission of a proposal shall be conclusive evidence that this Proposer has examined the site and the contract documents and is familiar with all the conditions of the project. Upon finding any omissions or discrepancy in the proposal documents, Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of the Proposer to completely investigate the site and/or to be thoroughly familiar with the contract documents (including plans, specifications and all addend) shall in no way relieve him or her from any obligation with respect to the proposal.

In addition to monthly lease payments, a nonrefundable capital contribution of a minimum of \$10,000.00 will be required at the time of signing the lease. This is to cover the costs of development of the site and efforts involved in gaining the necessary permits etc, normally pursued by the bidder for site development. All successful Proposers will be required to execute the lease which is attached hereto and incorporated herein.

MINIMUM EVALUATION CRITERIA

1. All portions of equipment other than the antennae, antennae arrays, and that which is stored in the equipment shed, must not be visible and must be encased in the conduits provided for that purpose.
2. The entire system must be installed to be compatible with the plans and specifications for the Tower and which are available for review at the office of the Selectmen. Also available are informational pages prepared showing the Locus. The Town does require a structural of the Tower be submitted as it relates to the plans being proposed.
3. The system cannot require any mechanical fastening to the side walls of the Tower. The Proposer must submit, with the proposal, Architectural drawings of any proposed equipment.
4. Proposer must demonstrate compliance with all standards of the Federal Communications Commission and must have all necessary local, federal and state certifications, permits and approvals.
5. Proposer must submit at least two (2) letters of reference from entities with which Proposer has done business.
6. The lease must be for a term of at least five (5) years.
7. The Proposer must prepare, subject to the Town's approval, and run, a test designed to run the Proposers equipment at full power while testing the equipment, local area network, and other equipment in the police station and area for impact. The determination of whether the impact is acceptable or not acceptable will be made by the Town. If it is determined to be not acceptable, within 10 days, the Proposer has the option to withdraw their proposal or to work out an acceptable solution as approved by the Town. Withdrawal will include removal of any Proposer equipment off the site.

COMPARATIVE EVALUATION CRITERIA AND PROPOSALS

Proposals will be evaluated by the Town, using comparative criteria set forth as follows:

Price Proposal

1. Amount of nonrefundable capital contribution for each location.

- a. Unacceptable
Less than \$10,000.00
- b. Not Advantageous
\$10,000.00
- c. Advantageous
\$10,001.00 to \$15,000.00
- d. Highly Advantageous
More than \$15,000.00

PROPOSAL

\$ _____

2. (A) Rental Amount @ 90 feet

- a. Unacceptable
Less than \$1500.00 per month
- b. Non advantageous
\$1500.00 to \$2001.00 per month
- c. Advantageous
\$2001.00 to \$3000.00 per month
- d. Highly Advantageous
More than \$3000.00 per month

PROPOSAL

\$ _____

2. (B) Escalating factor on Rental Amount @ 90 feet

- a. Unacceptable
None
- b. Non advantageous
Consumer Price Index or other indexing

Put value of this proposal based on a 10 year lease. Attach calculations. \$ _____

4. (A) Rental Amount @ 130 feet

- a. Unacceptable
Less than \$2000.00 per month
- b. Non advantageous
\$2001.00 to \$3000.00 per month
- c. Advantageous
\$3001.00 to \$4000.00 per month
- d. Highly Advantageous
More than \$4000.00 per month

PROPOSAL \$ _____

4. (B) Escalating factor on Rental Amount @ 130 feet

- a. Unacceptable
None
- b. Non advantageous
Consumer Price Index or other indexing
- c. Advantageous
Guaranteed increase by % or dollar amount
- d. Highly Advantageous
Guaranteed increase by % or dollar amount and
Consumer Price Index or other indexing

PROPOSAL \$ _____

Put value of this proposal based on a 10 year lease. Attach calculations. \$ _____

5. Provision of full service communication devices (telephonic) for Municipal use at no charge to the Town of Hanover. Said devices to be keep current with technological advances throughout the life of the contract.

- a. Unacceptable
None

- b. Non advantageous
Up to 10 per month
- c. Advantageous
Up to 20 per month
- d. Highly Advantageous
30 or more per month

PROPOSAL \$ _____

Put value of this proposal based on a 10 year lease. Attach calculations. \$ _____

NON-Price Proposal

1. Compatibility with other lessee's use of the Premises for similar purposes.
 - a. Unacceptable
Proposer's use will interfere with the use of the Premises by any other lessees.
 - b. Not advantageous
Proposer's use is compatible with the use by one other lessee.
 - c. Advantageous
Compatible with use by more than one other lessee.
 - d. Highly Advantageous
Compatible with use by more than two other lessees.

2. Area of land required for storage of equipment
 - a. Unacceptable
More than 180 square feet
 - b. Not Advantageous
140 to 180 square feet
 - c. Advantageous
100 to 140 square feet

- d. Highly Advantageous:
100 or less square feet
- 3. Term of Lease
 - a. Unacceptable
Less than 5 years
 - b. Not Advantageous
5 year to 10 years
 - c. Advantageous
10 years to 15 years
 - d. Highly Advantageous:
More than 15 years
- 4. Proposal to reduce the visual impact of antennae and dishes of the existing Tower and antennae.
 - a. Unacceptable
No proposal
 - b. Not Advantageous
Proposal for lessee's antenna array
 - c. Advantageous
Proposal for existing Tower and antennae.
 - d. Highly Advantageous:
Most extensive and visually pleasing proposal

LEASE AGREEMENT

This Agreement made this _____, 2009, is between the Town of Hanover acting by and through its Selectmen (hereinafter referred to as "LESSOR"); whose address is 550 Hanover Street, Suite 29, Hanover, MA 02339, and _____

_____.

In consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The LESSOR hereby leases to LESSEE non-exclusive space on the Hanover Police Station Tower (a) at the _____ foot mount height for the installation of wireless telecommunication antennae and related equipment as further described in this Agreement and (b) at or near the ___ foot mount height for the installation of one (1) GPS style antenna, and (ii) exclusive use of an area of storage for the placement of base station equipment which is a portion of a certain parcel of property located 129 Rockland Street, Plymouth County, MA, and connecting rights-of-way and easements thereto for cable runs to connect the antennae and base station equipment and for utilities and unrestricted pedestrian and vehicular ingress and egress out to public ways, (all of which are hereinafter called the "Premises"), shown on the plan attached hereto as Exhibit "A" and made a part hereof. Said Premises are located on real property owned by the LESSOR being described as Lot 56, Assessor's Map No.2, in said Hanover, LESSOR shall grant all reasonable easements as may reasonably be required by electric, telephone and other utility companies for the purpose of servicing LESSEE's equipment on the Premises.

2. The term of this Agreement (the "Initial Term") is _____ years, commencing on the date of the issuance of a building permit, ("Commencement Date"). Rent will be paid in advance in equal monthly installments of \$ _____ which shall increase by _____ each year.

3. The parties may mutually agree to extend this Agreement for an additional term or terms upon a mutually agreeable rent amount for such extension.

4. If at the end of the lease period, this Agreement has not been terminated by either party giving to the other, written notice of an intention to terminate at least one hundred twenty (120) days prior to the end of such term or has not been extended by written agreement, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for annual terms thereafter until terminated by either party giving to the other written notice of its intention to so terminate at least one hundred twenty (120) days prior to the end of such term. Annual rental for this period shall be equal to the rent paid for the previous year, adjusted by the percentage change in the Urban Wage Earners Consumer Price Index for the year preceding the end of the lease term.

5. The Premises shall be used for the primary purpose of constructing, maintaining and operating a communications facility consisting of an antenna, antennae arrays and all necessary

appurtenances, radio/electronic/electrical equipment, connecting cables, coax, wires and associated appurtenances. Visual impacts of antennas and dishes must be minimized by the use of appropriate paint and approved attachments. All improvements made by LESSEE on the premises shall be at LESSEE's expenses and LESSEE will maintain the Premises in a condition specified by the Town of Hanover.

6. As requested by LESSOR, LESSEE shall have a separate power meter installed, or institute a process to separate its electric service for the communications antennae and its equipment and LESSEE shall pay all costs related to said electric service.

7. It is understood and agreed that LESSEE's ability to use the Premises as contemplated by this Agreement is contingent upon its obtaining before the commencement date of this Agreement all of the certificates, permits and other approvals required by any federal, state and local authorities and upon its holding said certificates, permits and approvals throughout the Lease Term not otherwise already obtained by the Town. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals.

8. The LESSEE agrees to cooperate and coordinate with any and all other tenants of the tower in the event that repairs or renovations are required by either party. The LESSEE agrees not to interfere with the operations of any and all other tenants of the tower with regard to power levels and/or frequency usage. The LESSEE further agrees that the Hanover Chief of Police will be the first point of contact in the event of any disputes between tenants of the tower. The Hanover Board of Selectmen reserves the right to approve any and all recommended resolutions issued by the Hanover Chief of Police.

9. The LESSEE expressly agrees that, at the expiration of this Lease or in the event of termination of the lease for any reason, it will dismantle and remove from the Premises the antennae, communications equipment and any other personal property and restore the property to its present condition. The dismantling and removal of the equipment, and the restoration of the property will all be at the LESSEE's expense. In the event that the LESSEE fails to perform completely the terms of this paragraph, LESSOR may at its option, perform LESSEE's obligation, and LESSEE agrees that, at LESSOR's option, the antennae, communications equipment and any other property shall become the sole property of the LESSOR and LESSOR shall be entitled to reimbursement by LESSEE for all costs, including attorney fees and court costs, related to LESSOR's performance of LESSEE's obligation hereunder.

10. Contemporaneously with the execution of this Agreement, LESSEE shall deposit a nonrefundable capital contribution of \$10,000 with LESSOR.

11. During the term of the Lease, and any extension thereof, LESSOR agrees that it will be responsible for any and all claims, damages, costs and expenses, including attorney fees and court costs, which are asserted or occur as a result of the negligent or unlawful actions of the Lessor, its agents, officers or employees.

12. LESSEE shall, at LESSEE's expense, obtain and keep in force during the term of this Agreement, and during any extensions thereof, a policy of comprehensive public liability and

property damage insurance insuring LESSEE and LESSOR, as an additional named insured, against any claim of liability arising out of LESSEE's use or occupancy of the Premises. Such insurance shall further provide coverage of not less than \$1,000,000 per person and \$3,000,000 per occurrence. Coverage will be subject to review and reasonable increase at the request of the LESSOR every five (5) years.

13. Certificates of such insurance shall be delivered to LESSOR at or prior to the commencement date and certificates of renewals or replacements thereafter shall be furnished to LESSOR prior to the expiration date of each such insurance policy. All such policies of insurance shall contain an endorsement that they may not for any reason be canceled or terminated for failure or refusal to renew by the insurance company or by LESSEE, except only if the insurance companies issuing such policies shall notify the LESSOR in writing by certified or registered mail no less than ten (10) days prior to the effective date of such proposed cancellation, termination or failure or refusal to renew.

In the event that any such policy is proposed to be terminated, not renewed or otherwise canceled for any reason whatsoever, be it by the insurance company or the LESSEE, the LESSEE shall also immediately and prior to the effective date of such termination, cancellation or non-renewal provide equivalent substitute policies in like qualified companies and in like amounts to the LESSOR. Upon failure to so provide such substitute policies the LESSOR may secure equivalent insurance coverage and the LESSEE shall, upon demand, pay the total premium charges thereon either directly to the insurance companies or reimburse the LESSOR for the premiums and any related administrative costs if paid by the LESSOR.

14. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises except that LESSEE must share the use of the Tower with other lessees who have contracted with the LESSOR. In addition, LESSEE agrees to comply with any and all reasonable requests by LESSOR which are necessary to accommodate additional users and facilitate co-location provided that such compliance will not materially adversely impact, LESSEE's operations at the Premises.

15. LESSOR covenants that LESSOR is seized of good and sufficient fee title and interest to the Premises and has full authority to enter into and execute this agreement, LESSOR further covenants that there are no liens, judgments or impediments of title on the Premises other than those of record.

16. This Lease is made on condition that if LESSEE should neglect or fail to pay the rent due hereunder within fifteen (15) days after receipt by LESSEE of notice from LESSOR of such nonpayment, or if the LESSEE shall neglect or fail to perform or observe any of the other terms, provisions, conditions and covenants herein contained and on the LESSEE's part to be performed or observed for a period of thirty (30) days after receipt by the LESSEE of notice of such neglect or failure, or if any assignment shall be made of the LESSEE's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the LESSEE's property by a Court of competent jurisdiction, or if a petition is filed by the LESSEE under any bankruptcy law for relief or composition of its debts, or if the LESSEE is declared bankrupt then, and in any of said cases, the LESSOR lawfully may

immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the LESSOR's former estate and expel the LESSEE and those claiming through or under the LESSEE and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach or covenants, and upon such entry, may terminate this Lease, and the LESSEE covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due if this Lease had not been terminated or if LESSOR had not entered or reentered as aforesaid, and the LESSEE covenants to pay and be liable for all losses and damages suffered by reason of such termination, including but not limited to, the costs of legal counsel retained by the LESSOR and all expenses of the LESSOR for enforcement hereunder. Notwithstanding anything to the contrary contained herein, if LESSEE's default as contemplated by this Section 15 can not be cured solely by the payment of money, and such non-monetary default may not reasonably be cured within a 30 day period, then LESSOR shall not pursue the remedies contemplated by this Section 15 provided the LESSEE commences action to cure the non-monetary default within 15 days after notice from the LESSOR of such default and proceeds with due diligence to fully cure such default.

17. This Agreement contains all the agreements, promises and understandings between LESSOR and LESSEE and no oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any disputes, controversy or proceeding at law, and any addition, variation or modification to the Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

18. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of MA.

19. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated by like notice) and shall be deemed received as of the earlier date five days after the date of the postmark or actual receipt hereof.

LESSOR: Board of Selectmen
550 Hanover Street, Suite 29
Hanover, MA 02339

With a copy to:

LESSEE: _____

20. LESSOR agrees to execute a Notice of Lease pursuant to M.G.L. c. 183, § 4 to be prepared by LESSEE, which Notice may be recorded by LESSEE at its expense. LESSEE must show proof of right to do business in Commonwealth of Massachusetts.

21. This Agreement may be assigned or transferred at any time to LESSEE's affiliates, successors or subsidiaries, or to any party controlling, controlled by or under common control with LESSEE or to any successor legal entity to LESSEE or to any purchaser of substantially all of the assets of LESSEE. Any such assignee must meet all provisions of this Agreement. No other assignments will be permitted.

22. LESSOR's Right of Entry: LESSEE agrees that LESSOR, LESSOR's agents and other representatives, shall have the right, without abatement of rent, to enter into and upon the Premises, or any part thereof, upon reasonable notice during regular business hours for the purpose of examining the same, to make such repairs to the premises as may be necessary for the safety and preservation thereof, provided however that such repairs (unless of an emergency nature) shall be made so as to cause a minimum of interference with the operation of the LESSEE's business conducted in the Premises.

23. The LESSEE covenants for the original term of the Lease and, if the Lease is extended, for the extended term hereof as follows:

- (a) to pay when due, the rent, at the time and in the manner required as provided in this Lease.
- (b) to, at the expiration of this Lease, yield up peaceable to LESSOR the Premises in substantially the condition existing prior to the Commencement Date, except for ordinary wear and tear and casualty loss.
- (c) to indemnify the LESSOR against any mechanics' or other liens arising out of the making of any alterations, repairs, additions or improvement by the LESSEE. All such work by LESSEE shall be done in accordance with all requirements of law, including all governmental regulations in a good workmanlike manner, and with materials of good quality. The Town reserves the right in its sole and absolute discretion to approve or disapprove any joint venture or sublease proposal by the LESSEE. The vendor, sharing with other vendors to create a multiple use of the Cell Tower as being proposed shall also be approved by the Town.

24. LESSOR represents that it has no knowledge of any substance, chemical or waste oil or hazardous material (collectively "Hazardous Substance") on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSOR shall assess and remediate (if necessary) in compliance with all applicable laws and be responsible to defend any claims of liability or loss which arise out of the presence of any Hazardous Substance on the Premises due to the negligence or unlawful actions of the Lessor, its agents, officers or employees. Upon obtaining knowledge of a release or threat of release of any Hazardous Substance on the Premises, LESSEE and the LESSOR shall each have the right to notify the applicable regulatory authorities thereof without the prior consent of the other party and to provide reasonable access to the Premises to the employees, agents, and contractors of such agencies and all other persons conducting response actions in accordance with applicable

law. The foregoing indemnifications shall survive any termination of this Agreement and shall be in addition to any other rights which LESSOR or LESSEE may have under applicable law.

25. Each party will be responsible for repairing and maintaining its portion of the communications facility in a proper operating and reasonably safe condition; provided, however, if any such repair or maintenance is required due to the acts of one party, its agents or employees, the one party shall reimburse the other party for the reasonable costs incurred by the other party to restore the damaged areas to the condition which existed immediately prior thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respected seals the day and year first above written.

LESSOR
Witness:

TOWN OF HANOVER
acting by and through its
Board of Selectmen

LESSEE

Witness:

By: _____

All Proposers must submit, together with its proposal, a signed certification of non-collusion. Said certification is attached hereto and incorporated herein.

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)

(Name of person signing proposal)

(Name of business)