

# Tower Company RFP Opportunity

## Village of Williams Bay, WI

### I. GENERAL INSTRUCTIONS

After reading and fully understanding these specifications, prepare your proposal as follows:

Submit all documentation supporting your proposal. Supporting documentation should include, but is not limited to the following:

- An Executive Summary consisting of the proposal cover letter highlighting the contents of the proposal and bearing the authorized representative's signature.
- Draft Lease Agreement detailing the business terms between the Tower Company and the Village of Williams Bay including, but not limited to the following.
  1. Proposed Lease Terms (Initial and Renewal)
  2. Proposed Business Terms
    - i. Any Option Payment
    - ii. Any Proposed Monthly Rent
    - iii. Any Proposed Monthly Revenue Share
    - iv. Rent Escalation (if Base Rent Option is utilized)
  3. Existing Carrier Agreement Certification (See Section V. Paragraph A.)
  4. Insurance Requirements (see Section X.)
- Please provide background information on the organization and give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed.
- Full description of plans and intentions for your use of the space. **Be as detailed as possible and include a scaled conceptual Site Plan.**
- Provide documentation showing you have researched all the required due diligence and permits for the proposed wireless site facility.
- The Leased Premises is to be leased "as is". Any improvements will be at the Proposer's expense. Provide information on improvements you propose to make to the premises, if any. Provide a timeline/schedule for all major milestones within the proposed project including the required due diligence, permitting and construction activities.
  - Assume RFP Award will be no later than July 15, 2024.
- A current financial statement or similar evidence of financial stability for each person or firm making this proposal.

**Proposal Submission:** Responses to the RFP (electronic PDF) must be received by the Village of Williams Bay by **May 20, 2024 no later than 4:00 PM**. Send response to David Lothspeich, Village Administrator [admin@vi.williamsbay.wi.gov](mailto:admin@vi.williamsbay.wi.gov)

During the proposal evaluation, the Village reserves the right to request additional written information to assist in the evaluation of proposals.

Proposals and written responses to the Village's request for additional information shall be signed by the proposer (if an individual), by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

Upon receipt, the proposals shall become the property of the Village of Williams Bay for disposition or usage by the Village of Williams Bay at its discretion.

## **II. RFP OBJECTIVE**

The Village of Williams Bay, WI (Village) is seeking a Tower Company to build and own a 220' – 250' Self-supporting tower structure on a piece of property owned by the Village (exact height TBD). This tower will be on Village property leased to the selected Tower Company and is being built to accommodate the Village Telecommunications needs and the needs of four (4) major telecommunications carriers that are either being relocated off the existing Village of Williams Bay water tanks or have shown interest in co-locating. It will be the responsibility of the Village of Williams Bay to provide notification to the existing carriers of the need to relocate to the new proposed tower. The Village will try to obtain the requested Red Centers from the existing carriers and provide this information prior to the RFP due date.

## **III. LEASE AGREEMENT**

Please provide a Draft Lease Agreement at the time of the Request for Proposal (RFP) submission. The Draft Lease Agreement submitted will be reviewed and be part of the RFP award decision process. It is anticipated the lease to be effective January 1, 2025, or a date satisfactory to the Village of Williams Bay.

## **IV. LEASE TERM**

The initial term of the Lease will be for a period of ten (10) years with a minimum of four (4) and up to eight (8) five-year Renewal Terms. The Renewal Terms shall automatically be extended, unless Tower Company provides the Village of Williams Bay written notice of Tower Company's intention to terminate the Lease at least twelve (12) months before the expiration of the then current term. The proposer shall indicate the Lease term and any renewal options in its proposal, not to exceed fifty (50) years for the total term.

## **V. RENT PROPOSAL**

The Village of Williams Bay is open to the following proposals:

1. A monthly base rent and an additional rent as a percentage of gross revenue received from subleasing space to wireless and/or broadband providers. Tower Company shall indicate the base rent and the percentage of gross revenue received as well as agreeing to annual reports of gross revenue received. The monthly base rent paid to the Village of Williams Bay shall increase by 1.5% annually.
2. Percentage of gross revenue received from subleasing space to wireless and/or broadband providers. Tower Company shall indicate the base rent and the percentage of gross revenue received as well as agreeing to annual reports of gross revenue received.

### **Notes:**

- a. Tower Company must agree to allow the Village of Williams Bay to utilize the top 20 feet (20') of the tower for their Public Service Use at no cost.
- b. Tower Company must agree to cap any of the four (4) major carriers' escalation to no more than 1.5% annually or 10% per term.

## **VI. LEASED PREMISES.**

The proposed leased area will be located on Village of Williams Bay property with the approximate coordinates of 42.583505° latitude and -88.547670° Longitude and consist of the following.

- A. Leased Area will be 100' x 100' (10,000 square feet)
  - a. Exact lease premises location will be negotiated and approved by the Village of Williams Bay
- B. 30' Access and Utility Easement to ROW.
  - a. Exact length of easement and location will be negotiated and approved by the Village of Williams Bay
- C. If needed, an additional 10' Utility Easements to ROW and/or existing utility demarcation points.
  - a. Exact easement location will be negotiated and approved by the Village of Williams Bay

## **VII. IMPROVEMENTS/ALTERATIONS BY TOWER COMPANY.**

Approved Tower Company (Lessee) shall submit plans and designs for tower site to the Village of Williams Bay for review and approval prior to making any improvements or alterations to the leased premises. All improvements or alterations erected or made on the Premises may become the property of the Village of Williams Bay (Lessor) upon expiration or termination of the lease or must be removed by Lessee within three (3) months of expiration or termination of the lease, at Lessor's discretion. All improvements allowed to remain shall be given to Lessor in good, safe, and operable condition.

It will be the responsibility of the Tower Company to ensure compliance with Industry Standards related to the Inspection and repairs to the tower. Inspection reports to be provided to the Village of Williams Bay upon request.

## **VIII. RESTRICTIONS ON USE.**

- A. The leased area is leased by the Lessor to the Lessee for the sole purpose of installing and operating a Communications facility.
- B. The Lessee shall not assign the lease nor sublease the Premises without written notice to the Lessor.
- C. The Premises shall be secured with an eight (8') foot fence and locked gate. Minimal Landscaping may be required by the Village of Williams Bay.
- D. Any utility or fiber connectivity to the Premises may require an easement.

## **IX. DESTRUCTION OF PREMISES.**

In the future, Tower Company (Lessee) may, at its option, rebuild the tower site facility in the event of partial or total destruction of the proposed facility.

## **X. MUTUAL INSURANCE REQUIREMENTS.**

During the terms of the lease, the Lessor and Lessee, mutually and at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, Lessor and Lessee shall provide and maintain the following coverages and limits:

**A. Commercial General Liability Insurance.** Lessee shall maintain, or cause to be maintained, in full force and effect and at its own expense, during the Term commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of \$2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Premises or growing out of the use and occupancy of the Premises. Lessee shall be included as additional insured on said policy by endorsement as respects this Agreement. Certificate of Insurance (COI) to be submitted to Village of Williams Bay upon request.

**B. Contractor's Workers Compensation Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Premises to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$1,000,000.00 each accident-bodily injury by disease, (ii) \$1,000,000.00 policy limit-bodily injury by accident and (iii) \$1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$1,000,000.00 Umbrella/Excess Liability Policy is in effect. Sublessee shall provide at least thirty (30) days prior written notice to Lessor (ten (10) days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form, shall be provided to Lessee and Lessor with respect to each contractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to

furnish similar worker's compensation insurance. Certificate of Insurance (COI) to be submitted to Village of Williams Bay upon request.

Providing and maintaining adequate insurance coverage will be a material obligation of Lessee. All such insurance shall meet all legal requirements. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are approved by the State. Landlord and Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Agreement. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Agreement.

The Village of Williams Bay shall be named as additional insured on all policies of the Tower Company (Lessee). All of the above insurance shall be secured from companies licensed to do business in the State and with an A.M. Best rating of A+ or better.

Certificates attesting to the existence of such insurance coverage must be provided on an annual basis. Such policies shall contain a provision that coverage afforded under the policies will not be cancelled, reduced in amount, or coverage eliminated until at least thirty days after mailing written notice, by certified mail, to the Lessor.

#### **XI. HOLD HARMLESS.**

Lessee agrees to indemnify, defend and hold harmless Lessor, its officers, employees and agents, against any claims, damages, or obligations or suits arising out of or in any manner connected with the use of the Premises by Lessee, its assigns, invitees, contractors, employees, or agents.

#### **XII. COMPLIANCE WITH RULES AND REGULATIONS.**

All costs related to the due diligence to develop the proposed tower will be the responsibility of the Tower Company. Tower Company (Lessee) shall observe, obey, and comply with any and all existing or future laws, regulations, rules, ordinances, orders, and requirements of the Federal, State, County, City and Municipal government or any governing body or subpart of a governing body (including safety and public service entities), which relate to the management and regulation of the Premises and related facilities, regardless of whether such compliance is ordered or directed against Lessor, Lessee or both. Lessee will require the same obedience and compliance by its assigns, sublessees, contractors, officials, agents, employees and invitees, and all other persons for whose conduct Lessee is responsible or over whom Lessee exercises or has authority to exercise control. Lessee will obtain at its own expense all licenses, permits, and union and trade organization clearances required by any entity for use by Lessee of the Premises. Lessee shall be responsible for any alterations or improvements to the building structures, electrical and water systems furnished by the Lessor which may be required by applicable laws, ordinances, rules or regulations of governmental entities.

#### **XIII. SPECIAL REQUIREMENTS**

##### **A. Minimum Tower Requirements**

1. The height of the Tower will be the minimum height required to meet the wireless coverage needs of the Village and the four telecommunications carriers. At this time, it is estimated to be between 220' and 250'.
2. The Tower will be a three-legged Self-Supporting structure.
3. Tower will need to at a minimum be designed to accommodate the Village of Williams Bay wireless facility needs, the four (4) known existing wireless carriers and a minimum of one additional carrier.
  - a. 15,000 Sq. In. for the Village of Williams Bay at top of tower
    - i. Attachment height will try to be determined prior to RFP due date.
  - b. 30,000 Sq. In. for the four (4) telecommunications companies

- i. Rad centers will try to be determined prior to RFP due date.
  - c. 20,000 Sq. In. for the additional carrier.
    - i. Rad center will try to be determined prior to RFP due date.
- 4. Tower will need to be in compliance with all FAA and FCC requirements.
  - a. All carriers will provide Tower Company with a list of their Frequency Data for the FAA filings.

**B. Design and Installation**

1. The design of the proposed tower site facility shall include all the necessary physical infrastructure needed to support the existing wireless carrier operations (currently on the Village of Williams Bay water tanks) and any other wireless carrier included in this initial RFP.
2. Describe how Proposer plans to ensure the existing and future wireless carriers will be accommodated at the new proposed wireless site facility within the 100' x 100' Leased Area.
3. Identify the roles and responsibilities of all anticipated and assumed participants (internal and external to Tower Company) in the process, including, but not limited to, procurement, engineering, and construction of the proposed wireless site facility.
4. Describe the site designs to include backhaul fiber and electrical facility designs and distance limitations and any other information that is pertinent to the project design.
5. Describe any proposed backup generators or battery backup to be used (if any).

**C. Operations and Maintenance**

1. The site shall be operated and maintained at an industry standard.
2. Please detail Tower Company's policy for monitoring and maintaining their Sites.
3. Describe how you plan to develop wireless carrier use of the Sites in a reasonable time to ensure success of the program.
4. Describe your ability to manage the tower premises 24 x 7 x 365.

**E. Business Information**

1. Make a brief statement as to your overall business strategy and why your company is qualified to meet the Village of Williams Bay's goals.
2. Describe your business models for building and operating a Communications Facility site that have had proven success.
3. Explain how you evaluate, decide and fund upgrades for the Site development of new projects.
4. Provide a current financial statement evidence of financial stability for each person or firm making this proposal.