



**CITY OF BOULDER CITY, NEVADA**

**REQUEST FOR PROPOSALS**

**FOR**

**DEVELOPMENT OF CELLULAR TOWER FACILITIES TO PROVIDE CELLULAR  
COMMUNICATION SERVICES FOR THE INTERSTATE 11 CORRIDOR  
IN THE CITY OF BOULDER CITY, NEVADA**

**PREPARED BY:**

**THE CITY OF BOULDER CITY  
FINANCE DEPARTMENT  
401 CALIFORNIA AVENUE  
BOULDER CITY, NEVADA 89005  
(702) 293-9246  
(702) 293-9433- FAX**

**April 8, 2019**

RFP Due Date: July 11, 2019  
RFP Due Time: 2:30 PDT

## Request for Proposals

For

Development of Cellular Tower Facilities to Provide Cellular Communication Services  
for the Interstate 11 Corridor  
In Boulder City, Nevada

The City of Boulder City, Nevada, a municipal corporation located at 401 California Avenue, Boulder City, Nevada (the "City") is seeking proposals from Respondents who are knowledgeable in and have the ability to plan, finance, develop, construct and operate a cellular communication tower.

The City is seeking proposals from Respondents to lease property from the City for cellular tower facilities designed to service the Interstate 11 corridor. The City must comply with Nevada Revised Statutes relating to the disposal of property, and the minimum acceptable lease value will be determined upon an appraisal of the identified sites. Said appraisals would not be conducted until the City selects one or more respondents to award the RFP. Appraisals are site-specific. The City is required to charge, at a minimum, the higher of two appraisals for the subject site. The successful respondent(s) is/are required to reimburse the City for the cost of the two appraisals per site with the initial lease payment.

The ultimate, successful Respondent(s) will be an integral part of continuing City efforts to establish the City of Boulder City as a leader in the region and will be expected to conduct their activities in compliance with the highest standards.



**RESPONDENT CONTACT INFORMATION**

Contact Person

Title

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Phone Number

Fax Number

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Company Name

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Mailing Address

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Email Address

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Assistant Name

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Phone Number

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Email Address

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## REQUEST FOR PROPOSALS

Respondents are invited to submit proposals in conformance with the requirements described herein:

### PART 1 – PROPOSALS

**1.1 PURPOSE:** The City of Boulder City, Nevada, a municipal corporation located at 401 California Avenue, Boulder City, Nevada (the “City”) is seeking proposals from Respondents who are knowledgeable in and have the ability to plan, finance, develop, construct operate a cellular communication tower to service the Interstate 11 corridor. The ultimate, successful Respondent(s) will be an integral part of continuing City efforts to establish the City of Boulder City as a leader in the region and will be expected to conduct their activities in compliance with the highest standards. The City is seeking proposals from Respondents to lease property from the City for the cellular tower facility. The City must comply with Nevada Revised Statutes relating to the disposal of property, and the minimum acceptable lease value will be determined by appraisal after a respondent is selected and sites are identified. Appraisals are site-specific. The City is required to charge, at a minimum, the higher of two appraisals for the subject site(s). The successful respondent(s) is/are required to reimburse the City for the cost of the two appraisals per site with the initial lease payment.

**1.2 CONTACT PERSON:** All communication regarding this RFP must be made in writing and directed to Brok Armantrout, Contracts/Real Estate Manager, 401 California Ave, Boulder City, NV 89005 or to [barmantout@bcnv.org](mailto:barmantout@bcnv.org) or by hand delivery at City Hall, Finance Department (lower level), 401 California Avenue, Boulder City, Nevada.

**1.3 PRE-PROPOSAL CONFERENCE:** There will be one (1) pre-proposal conference held on **May 8, 2019**. The proposal conference will start at 2:00 p.m. in the Large Conference Room at City Hall, 401 California Avenue, Boulder City, Nevada. Respondents are encouraged, but not required to attend the proposal conference for this RFP. No city-sponsored site tours are offered.

**1.4 WRITTEN QUESTIONS:** Respondents may submit written questions. The City will endeavor to respond in writing to requests for information within two (2) working days; however, the City makes no assurance that written responses will be tendered if, in the opinion of the City, such information is evident in the RFP or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be sent to all prospective Respondents who have requested a copy of this RFP and who have returned the Vendor’s Contact Information form to the City.

**1.5 AMENDMENTS OR CANCELLATION OF THIS RFP:** If this RFP requires amendment, written notice of the amendment will be given to all prospective



Respondents identified in Section 1.4 and posted on the City's website. Receipt of amendments must be acknowledged in writing by prospective Respondents to Brok Armantrout. Acknowledgment by e-mail is permitted. The City reserves the right to modify, amend or cancel this RFP if the City determines, in its sole discretion, that it is in its best interest to do so.

- 1.6 SUBMISSION REQUIREMENTS:** Three (3) hard copies and one electronic copy in PDF format (submitted on a flash drive) must be received and time-stamped **no later than 2:30 p.m. Pacific Daylight Time, Thursday, July 11, 2019.** All responses must be marked "*RFP for Cellular Tower Facilities for Cellular Communication Services for Interstate 11 Corridor*". After opening and review, City staff will make recommendations for award to the City Council who will determine which Respondent(s) the City will enter into negotiations for a lease agreement (the "Agreement").
- 1.7 DISCLOSURE:** Proposals submitted in response to this RFP are subject to disclosure pursuant to Nevada Revised Statutes. Respondents must identify specifically those portions of their proposals, if any, which they deem contain confidential or proprietary information or trade secrets and must provide justification why such materials should not be disclosed pursuant to the Nevada Revised Statutes This confidential information will be for staff consideration and will remain confidential until the recommendation by staff is forwarded to City Council. Appropriately identified proprietary respondent information will remain confidential as provided for in the applicable Federal and Nevada statutes.
- 1.8 INCURRED EXPENSES AND RESPONSIBILITY:** The City is not responsible for any expenses the Respondents may incur in preparing and submitting proposals. Responding to the RFP creates no contractual or other rights to a Respondent, nor is any obligation incurred on the part of the City by receipt of the proposal. Failure by the City to select any Respondent for negotiations shall create no claim, or cause of action, legal or equitable, including but not limited to, damages for Respondent's cost of preparation.
- 1.9 PROPOSAL IS PROPERTY OF THE CITY:** The information submitted by Respondents and received by the City shall become the property of the City and, in particular, the City has the unqualified right to utilize the information received from any Respondent in negotiations or contracting with that Respondent. Proposals submitted to the City will become the sole property of the City and, concomitantly, Respondent must waive and forfeit any and all proprietary rights in and to the information or contents of its submission or proposal. Any resulting contract will be subject to future negotiations and subsequent City Council approval.
- 1.10 ACCEPTANCE OF TERMS AND CONDITIONS:** By submitting a proposal in response to this RFP, the Respondent accepts all terms and conditions set forth in this RFP.



## 1.11 TERMS AND DEFINITIONS:

**City** means the City of Boulder City, Nevada, a municipal government.

**Interstate 11** means the recently completed freeway bypass that runs directly south of the urban core of Boulder City.

**Execution Payment** means a payment made at the time the City and the Respondent enter into a lease agreement. Execution Payment includes the costs of the two appraisals and first installment payment for the lease.

**Interim Payment** means a payment made prior to construction and commercial operation that is likely less than the annual lease payment.

**Lease Payment** means the full lease value of the property.

**RFP** means this Request for Proposals.

**Respondent** means the person or entity responding to this request, as well as the contractor who may ultimately be selected to perform the work contemplated by this Request and the firm and its permitted successor and assigns.

- 1.12 GUARANTY:** The City may require some form of financial assurance from the successful Respondent. The City may request a letter of credit or performance bond from the successful Respondent in an amount not to exceed \$50,000 as an assurance the Respondent will enter into negotiations and a lease agreement. A Respondent proposing to create a Limited Liability Company (LLC) for the project MUST sign a parent guarantee.

## PART 2 - PROJECT SITE

- 2.1** The recently completed Interstate 11 freeway begins at the Grand Canyon Lodge just outside the Boulder City eastern boundary, proceeds southwesterly, then westerly, then northwesterly to connect with US 93 at the Railroad Pass Casino vicinity. Due to topography and location, the City has been informed that the majority of the corridor has poor cellular communications coverage. Exact locations for cellular tower siting have not been identified by Boulder City.



## PART 3 - SCOPE

**3.1 PROJECT DESCRIPTION:** The City is interested in improving cellular communications along the Interstate 11 corridor. It is recognized that there are challenges in providing consistent service due to topography along the corridor and distance to existing towers elsewhere in the community. The objective of the City in issuing the RFP is to aid and encourage the development of multi-carrier cellular tower facilities along Interstate 11.

3.1.1 Suitability of Site. It is the responsibility of the Respondent to determine the necessary site or sites for effective cellular communications delivery. As such, it is the responsibility of the applicant to conduct the necessary studies for gaps in coverage, and identify locations along the I-11 corridor that fill those gaps. The Respondent shall provide with their proposal any documentation or reports and other field evaluation to make their determination regarding the site's soil, rock and subsurface conditions, access, and proposed alternatives for utility services for remote areas. Respondent assumes all risk resulting in any change in conditions that may occur during the progress of the work or implementation of the contract. The City shall have no responsibility under or in the implementation of the contract ultimately executed for insufficient data or incorrectly assumed conditions concerning the character of the site or the nature of the work to be done under the executed contract. However, the City will cooperate with Respondent to obtain information relating to these matters including making available applicable records in the City's possession.

3.1.2 Respondent to perform their own examination. The Respondent shall perform its examination and research required by this RFP, the proper method of doing the work and all conditions affecting the work to be done, and the labor, equipment, and materials needed thereon, and the quality of the work to be performed. The Respondent shall assume responsibility to become knowledgeable regarding all such conditions, and that Respondent's conclusion to submit a proposal is based upon such investigations and research regarding all such conditions, and that Respondent shall have and make no claim against the City because of any estimates, statements, or interpretations made by an officer or agent of the City which may prove to be in any respect in error or erroneous

**3.2 PERMITS, APPROVALS, AND SITE SPECIFIC REQUIREMENTS:** The Respondent is responsible for obtaining all relevant approvals and permits associated with the cellular tower facility project. These may include but are not limited to BLM rights-of-way, construction permits, grading permit, electrical permits, State of Nevada permit and interconnection agreements, Clark County dust control permits and the Health District septic tank permit.



- 3.2.1 Utilities: The following utilities can be available for development in the Area but must be extended to the area by the developer:
- a) Water: Respondent(s) are advised that the City has no water facilities in the I-11 corridor.
  - b) Sewers: Respondent(s) are advised that the City has no sewer facilities in the I-11 corridor.
  - c) Access: The City will provide access to the site; however all access roadway(s), needed for the project will be the responsibility of the Respondent. Respondent shall show the proposed access route to their desired site(s) for placement of tower facilities.
  - d) Electric: Respondent(s) are advised that the City has no electric transmission or delivery facilities in the I-11 corridor.
- 3.2.2 Land Use and Zoning. The property under consideration for this RFP is owned by the City of Boulder City and is zoned S-Study, A-1 Agriculture, GO-Government Open Space, and GWC – Government Wildlife Corridor. Depending on the sites identified, the Zoning ordinance may need to be amended to permit cellular tower facilities.
- 3.2.3 City Provided Materials. The City is providing to interested parties the following documents to assist in the evaluation of this RFP: map of the Interstate 11 corridor, with city-owned parcels, identified. The RFP is available for review on the City’s website:

<http://bcnv.org/Bids.aspx>

## PART 4 - SUBMITTALS

- 4.0 SUBMITTAL:** The Respondent must demonstrate that it is qualified. At a minimum, the Respondent must describe proven experience in the financing of similar sized projects; construction of similar sized projects, and operation of cellular tower facilities.
- 4.1 Contents of Proposals. All proposals must include information concerning and describing the Respondent, an executive summary, a technical element, a business element, and a qualification element. A more detailed description and requirements of each of these elements are outlined below.





4.2 Information describing Respondent:

- (a) Name, address, and telephone number of Respondent and contact person;
- (b) Description of its organization, i.e., corporation, limited liability company, sole proprietor, partnership, etc.) Provide a certified copy of the Respondent's charter documents (articles of incorporation, articles of organization, etc.) and a copy of the organizational chart;
- (c) Respondent's officers, directors and owners or shareholders having ten percent (10%) or more interest or ownership of Respondent;
- (d) If a partnership or joint venture between two or more parties or entities is contemplated, a description of past and current relationship of the parties.

4.3 Executive Summary shall provide a concise listing of the essential technical and business elements of the proposal being submitted.

4.4 Technical Element shall consist of a detailed description of the

- (A) proposed services, concept plan, scheme, design,
- (B) the visual impact of facilities and/or operation of the Cellular Tower Facility site
- (C) acreage requirements
- (D) estimated coverage area
- (E) number of carriers that may locate on the tower
- (F) building requirements and development schedule
- (G) All Proposals must include information on how the site will be powered.
- (H) Map showing the location of the site and proposed access route to the site

4.5 Business Element shall consist of;

- (A) any requested assistance to be provided by the City;
- (B) Detailed elements of financing to implement the proposal; and
- (C) the length of the Contract to be ultimately sought and entered into between the City and Respondent.

4.6 Qualification Element shall consist of:

- (A) The technical experience of Respondent as it relates to constructing and operating a Cellular Tower Facility;
- (B) Key in-house management and technical personnel that would be assigned to this project and their expertise;
- (C) A listing of all pending legal proceedings (including bankruptcy during the last ten (10) years to which Respondent's subsidiaries or affiliates have been a party);



- (D) Technical experience of each of Respondent's key personnel as it relates to constructing and operating a cellular tower facility and working with state and local agencies;
- (E) Historical and proposed Community Involvement;
- (F) Minimum Financial Requirements as listed in the following section

4.6.1 Minimum Financial Requirements: Respondent must provide and meet the following minimum financial requirements:

- (a) Possession of an investment-grade credit rating issued by a nationally recognized credit rating agency, or, in the opinion of the City or its advisors, be deemed sufficiently creditworthy; and
- (b) Capability to assume and carry out the financial obligations of the project and all other projects to which Respondent is committed to other parties; and
- (c) Respondent's two most recent audited annual reports or financial information, including audited income statements and balance sheets for each of Respondent's past three (3) fiscal years; and
- (d) Two financial and two business references;

4.7 Financial Element consisting of the expected timeline and structure of lease payments including:

- (A) any increases in rents
- (B) interim payments during construction
- (C) the structure of any royalty participation or share of gross revenues, and
- (D) any other "balloon" or unique payments contained in the proposal to the City.

4.8 Additional information consisting of any other information Respondent may deem to be appropriate concerning the operation, experience, qualifications, and organization or personnel that may be helpful to the City in evaluating its proposal.

4.9 Proposal Worksheet. The Respondent will complete, in full, the attached Proposal Worksheet. **Failure to complete, in full, will render the proposal incomplete** and any incomplete proposal will not be given further consideration.

4.10 Signature Page: A signature page must accompany the Respondent's proposal and submission to the RFP; it must substantially conform to the



following form. Signing an accompanying signature page constitutes the signature of the RFP and all requirements contained therein.

- 4.1 Respondent's Contact Information Form: A Respondent's contact information form must be returned to the City. Written responses to questions and amendments to this Proposal shall be sent to all prospective Respondents who have requested a copy of this RFP and who have returned this form to the City.

## PART 5 – EVALUATIONS

- 5.0 EVALUATION OF PROPOSALS:** All Proposal(s) provided by Respondent(s) will be evaluated by the City, and if the City chooses in its sole discretion to proceed to negotiations for the lease agreement, the City will negotiate with the Respondent(s) that provide(s) the best overall value to the City. The City's evaluation shall take into consideration the ability of Respondent(s) to meet the criteria established within this RFP, as well as the Respondent(s) technical and financial ability to develop a project.

Specifically, Proposals will be evaluated based upon, but not limited to, these factors: payments made at execution of contract, interim lease payments, lease payments, adjustments to base rent, term of the contract, land usage, technology(ies) utilized, ability to finance project, long-term value of the lease, timeliness of project completion, demonstrated technical competency, and other factors the City deems pertinent will be evaluated in determining the suitability of the recommended projects

## PART 6 – CITY RIGHTS AND RESERVATIONS

- 6.0 CITY RIGHTS AND RESERVATIONS:** The City reserves the rights and options with respect to each and every proposal and submission in response to the RFP in addition to any reservations listed herein.

- (A) To select and subsequently enter into negotiations and contracts with any Respondent(s) whose proposal best satisfies the work requirements and interests of the City;
- (B) To supplement, amend, modify or cancel the RFP;
- (C) To extend the times and dates set forth in the RFP;
- (D) To issue additional and subsequent RFP's and to conduct further investigations with respect to the qualifications of a Respondent;



- (E) To amend, alter or modify the proposed Contract as ultimately contemplated by this RFP;
- (F) To negotiate with each Respondent for amendments or other modifications to a submitted proposal, regardless of the differences created by such amendments or modifications from the proposal submitted; and
- (G) To award the ultimate Contract to the Respondent(s) who submitted the most responsive proposal which, in the sole discretion of the City, serves the best interest of the City and the citizens of the City even if such proposal results in additional considerations by the City.

6.1 Right to waive irregularities: The City reserves the right to reject any or all proposals of the Respondents to this RFP; to waive any informalities or minor irregularities in submitted proposals; to accept that proposal(s) which in its discretion, will best serve its purpose or intentions; and to reject a proposal which contains omissions, discrepancies or inconsistencies in language employed and numbers or figures, unless waived by the City for discrepancies between words and numbers in which event words will be considered correct and the numbers incorrect, but if the words are ambiguous, the numbers will be considered correct.

6.2 Inability of the City to proceed. The City may at any time cancel and terminate any award or contract made pursuant to or as a result of the RFP with any Respondent, without liability to the City, at any time before the Respondent has been directed to begin work under the applicable contract documents; if any court, commission or governmental agency of competent jurisdiction shall enjoin or otherwise prohibit the City from proceeding with the project under consideration for whatever reason.

## **PART 7 – RESPONDENT(S) RIGHT TO WITHDRAW**

**7.0 RESPONDENT(S) RIGHT TO WITHDRAW:** A Respondent may withdraw any proposal submitted upon written request received by the City prior to the deadline set forth in the RFP.

## **PART 8 – CONTRACT AWARD PROCEDURE**

**8.0 CONTRACT AWARD PROCEDURE:** Proposals shall remain effective for ninety (90) days after the effective date for receipt of the proposal. The City will give notice of intent to enter into Contract discussions with a Respondent(s), with final terms and conditions to be negotiated thereafter or reject all proposals submitted.



## PART 9 – ACCOMMODATIONS

**9.0 ACCOMMODATIONS:** Pursuant to the Americans with Disabilities Act (ADA), the City of Boulder City endeavors to ensure the accessibility of all of its programs, facilities, and services to all persons. If you need accommodation regarding this Request for Proposal, Please contact the Finance Department at 702-293-9246 at least 24 hours prior to the meeting so that accommodation may be made.

## PART 10 – NON-COLLUSION AFFIDAVIT

### 10.0. NON-COLLUSION AFFIDAVIT:

10.1 Declarations. Respondent must declare that:

- (A) Its proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, corporation or limited liability company;
- (B) Its proposal is genuine and not collusive or a sham;
- (C) It has not directly or indirectly induced or solicited any other Respondent to put in false or sham proposals and has not directly or indirectly colluded, conspired, connived or agreed with any other Respondent or anyone else to put in a sham proposal or refrain from proposing;
- (D) Respondent has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposed price of Respondent or any other Respondent;
- (E) to fix any overhead, profit, or cost element of such proposed price, or that of any other Respondent;
- (F) to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;
- (G) all statements contained in Respondent's proposal are true; and
- (H) Respondent has not;
  - (1) directly or indirectly submitted its proposal price or any breakdown thereof, or the contents thereof,
  - (2) divulged information or data relative thereto,
  - (3) paid and will not pay any fee in connection therewith, to any corporation, limited liability company, partnership, association, organization, proposal depository, or to any member or agent thereof,
  - (4) or to have a partnership or other financial interest with any prior lessee who has defaulted on a lease agreement with the City.



- 10.2 Affidavit Binding. This non-collusion affidavit shall be part of Respondent's proposal; and signing this RFP on the signature page hereof shall also constitute signature of this non-collusion affidavit.

## **PART 11 – CONTACT WITH CITY OFFICERS AND OFFICIALS**

- 11.0 CONTACT WITH CITY OFFICERS AND OFFICIALS:** All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the City Council, Selection Panel, the City Manager, Departments Heads or other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contacts on this selection process should be addressed to the authorized representative.

## **PART 12—NEVADA WORKERS**

- 12.0 NEVADA WORKERS:** In that projects such as these are a critical component of Nevada's economy, the City of Boulder City encourages the use of Nevada workers and contractors for this project.



**SIGNATURE PAGE**

Representation made here by Respondent identified below is made under the penalty of perjury.

Proposal Submitted by:  
(Please follow the instructions for each line, as explained below)

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1. Responding Firm Telephone Number

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2. Business Type (Corporation, Individual, Partnership, Other-specify) Licensed in (State)

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3. Street Address

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City State ZIP Code

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4. BY Signature of Authorized Person

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Type or Print Name of Authorized Person

DATE: \_\_\_\_\_



## INSTRUCTIONS FOR SIGNATURE PAGE:

Individuals, Partnerships or Joint Ventures must include acknowledgment of signature by Notary Public.

- Line 1: The name of the Respondent must be the same as that under which a license is issued if a license is required. If the Respondent is a corporation, enter the exact name of the corporation under which it is incorporated; if Respondent is an individual operating under a trade name, enter name and DBA (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- Line 2: Identify here the character of the name shown under (1), i.e., corporation (including the state of incorporation), individual, partnership, or joint venture.
- Line 3: Enter the address to which all communications and notices regarding the proposal and any contracts awarded thereunder are to be addressed.
- Line 4:
- a) If the Respondent is a corporation, the proposal must be signed by an officer or employee authorized to sign contracts on behalf of the corporation and must include one of the following: the corporate seal; a power of attorney authorizing the individual to sign; an acknowledgement by the corporation's secretary or by a notary in the corporate form.
  - b) If Respondent is an individual, he must sign the proposal, and the signature must be acknowledged by a notary, or if the proposal is signed by an employee or agent on behalf of the Respondent, a copy of a power of attorney must be on file with the City prior to the time set for the opening of the proposals or must be submitted with the proposal.
  - c) If the Respondent is a partnership, a general partner must sign the proposal or partners authorized to sign contracts on behalf of the partnership, and a notary must acknowledge the signature(s).
  - d) If the Respondent is a joint venture, the proposal must be signed by one of the principals of the joint venture, and if one or both of the joint principals is a partnership or corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; and the signature must be acknowledged by a notary.





**Proposal Worksheet**

<b>Item</b>	<b>Unit</b>	<b>Estimated Due Date</b>	<b>Amount</b>
Execution Payment	US Dollars	60 days from award date	Appraisal + negotiated fee
Interim Payment Schedule	Dates **		XXXXX
Interim Payment amount	US Dollars	XXXXX	
Annual Lease Payment	US Dollars/Acre	XXXXX	TBD upon appraisal
Lease Payment Start Date	Date		XXXXX
Proposed Annual Increase Methodology	CPI or other	XXXXX	
Acreage to be leased	Acreage	XXXXX	

\*\* Attach additional page if necessary

Complete blank cells

