



**Request for Proposal**

**Communication Tower Lease Agreement Consultant**

**Issued July 25, 2024**

82-925 Avenue 52  
Coachella, CA 92236  
760-398-3221  
<http://cvpcd.org/>

## **INTRODUCTION**

The Coachella Valley Public Cemetery District (“District”) is requesting proposals from highly qualified contractor (“Vendor”) to provide support for securing a communication tower (“Tower”) lease agreement (“Project”). The Tower may be any type of applicable communication device (cell phones, radios, televisions, and public safety) that meets the scope of this Project. The selected Vendor will perform the services outlined herein under the general direction of the District’s General Manager. Commencement date of service will be date of agreement execution.

## **BACKGROUND**

The Coachella Valley Public Cemetery District was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The District has performed over 23,000 interments/burials and has set over 15,000 headstones/grave markers. Total District property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

The District is governed by an appointed five-member Board of Trustees. Laws for the operation of public cemeteries are contained in the California Health and Safety Code. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Ralph M. Brown Act found in the California Government Code.

## **SCOPE OF SERVICES**

The District is seeking Project assistance that will accomplish key goals and outcomes working in close collaboration with District stakeholders, governance and staff. The key outcomes of this Project include:

1. Contact all organizations that utilize Towers to inform them the District is seeking partners to construct a Tower on District property in exchange for a long-term lease agreement that includes cash consideration for the District.
2. Advocate on behalf of the District to present District property as desirable for a lease.
3. When a potential lessee is found, work with the District’s General Manager to represent the District during subsequent contract negotiations.
4. Work closely with the District’s General Council to establish contract terms and facilitate an agreement.
5. Work with the District’s General Manager to present the contract for approval by the Board of Trustees.
6. Finally, work with both the District and the lessee to get the site on-air.

The key components of the Project include:

1. Vendor compensation shall be commission only, with no upfront or service fees required.
2. Vendor shall only be compensated off of actual payments by the lessee to the District, regardless of contracted terms.
3. Vendor compensation shall not exceed 30% of revenue received.

## **PROPOSAL REQUIREMENTS**

Written proposals must include the following information and be organized as follows:

### *Section 1 - Cover Page*

- Cover Page may be brief, but should include at minimum the Vendor's name, business address, contact information, and should specify what the proposal is being submitted for ("Communication Tower Lease Agreement Consultant RFP").

### *Section 2 - Proposer's Background*

- Brief description of company background, including years in business and company type (LLC, Corporation, etc..)

### *Section 3 - Qualifications and Experience of Proposer's Personnel*

- Should include key personal that will be assigned to our account, and their related experience.

### *Section 4 - Project Approach/Methodology*

- What makes your organization special, why should the District contract with you?

### *Section 5 - Project Schedule and Schedule Control*

- Describe the general process you use to secure a lease. Where applicable, offer a brief description of the timelines involved in the process (for instance, once a lessee is secured, it generally takes X days to bring the tower online").

### *Section 6 – References*

- Please supply at least three organizations, government agencies preferred, that you have successfully executed agreements for.

### *Section 7 - Cost Proposal/Fee Schedule*

- List all proposed fees.

### *Section 8 - Validity of Proposal.*

- Proposers shall state the length of time for which the proposal shall remain valid. Submissions not valid for at least forty (40) days will be considered non-responsive.

## **SUBMITTAL OF QUESTIONS**

Questions regarding the RFP may be submitted to the District General Manager at Josh.bonner@cvpcd.org. Please request a receipt of delivery when submitting. If no confirmation is received within 24 hours (or prior to deadline for submissions), sender should call (760) 574-9906 to follow-up. All questions and the corresponding District response will be publicly posted at <https://cvpcd.org/governance/public-notices>.

## **PROPOSAL SUBMITTAL**

Proposals may be delivered via electronic mail to: Josh.bonner@cvpcd.org  
Sender must request a confirmation of email receipt from recipient. If no confirmation is received within 24 hours (or prior to deadline for submissions), sender should call (760) 574-9906 to follow-up.

Proposals may also be submitted in via postal service to:  
Coachella Valley Public Cemetery District  
Attn: Joshua Bonner, General Manager  
82925 Ave.52  
Coachella, CA 92236

Proposals may also be hand delivered to the address listed above. In all cases, sender should request delivery confirmation or confirmation of receipt. If delivering by mail or in-person, package must have return address and "Communication Tower RFP Response" clearly noted somewhere on the envelope.

All proposals must be received no later than 5:00 P.M. on August 26, 2024. Late submissions will be rejected. If sent by mail, submission must be received by deadline regardless of post mark. District is not responsible for late, delayed, lost or misplaced submissions, regardless of the nature of the issue with receipt.

## **INSTRUCTIONS TO VENDORS**

### **1) Examination of Proposed Documents**

By submitting a proposal, the Vendor represents that it has thoroughly examined and become familiar with the specifications required under this RFP, and that it is submitting a proposal that meets the minimum qualifications listed within the RFP.

### **2) Withdraw of Proposal**

A Vendor may withdraw its Proposal at any time before the deadline for submission of Proposal by delivering to the District General Manager a written request for withdrawal signed by, or on behalf of, the Vendor.

### **3) Rights of the District**

This RFP does not commit the District to enter into a legal binding agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of the Proposal or in anticipation of an agreement. The District reserves the right to reject any or all Proposals.

## **RFP TIMELINE**

Dates for completion and other associated tasks may be changed based on District need. Notice of changes to this RFP and other posting requirements will be made publicly available at <https://cvpcd.org/governance/public-notices>.

[Procurement Schedule](#)

*All deadlines below are at 5:00 P.M. PST, unless otherwise noted.*

- July 25, 2024, Issuance/Release of RFP
- August 12, 2024, Deadline for Submission of RFP Questions
- August 19, 2024, Responses to Questions Posted
- August 26, 2024, Proposals Due to District
- September 4, 2024, Selection Committee Review of Written Proposals
- September 13, 2024, Award of Contract

### **EVALUATION CRITERIA**

Award shall be based on a “best value” evaluation. Criteria used for the evaluation will include (listed in random order, not to infer level of importance or weight):

1. Demonstrated and thorough understanding of the project.
2. Expertise and qualifications of assigned staff, including prior experience in performing services for public sector (preferred) or private clients (References).
3. Overall project design and methodology/approach.
4. Schedule/timeline and projected completion date(s).
5. Total cost and fee schedule.
6. Responsiveness to the requirements of the RFP.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from Vendors, or to allow corrections of errors or omissions.

### **TERMS OF AGREEMENT**

Upon selection of a Vendor, the District will enter into a service agreement with the selected vendor. All monies will be paid to Vendor as provided in the Agreement for Services.

The agreement shall be for a period of two (2) years. All terms of the agreement may be extended up to three (3) additional one (1) year periods by mutual written agreement of the District and Vendor.

### **BUSINESS LICENSE**

All Vendors submitting proposals warrant that they possess all necessary business license(s) required to operate within the jurisdiction of the transaction.

### **RIGHT TO REJECT SUBMITTALS**

The District reserves the right without prejudice to reject any or all Proposals. The District will not compensate any Vendor for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the District. Issuance of this RFP and receipt of Proposals does not commit the District to award a purchase agreement. District expressly reserves the right to postpone the RFP for its own convenience, to accept or reject any or all Proposals received, or to cancel all or part of this RFP. District reserves the right to negotiate any price or provision, task order or service, accept any part or all of any Proposals, waive any

irregularities, and to reject any and all, or parts of any and all Proposals, whenever, in the sole opinion of District, such action shall serve its best interests.

**PROTEST**

Protest will be governed by the District's Purchasing and Contract Policy, a copy of which is available online at: <https://cvpcd.org/transparency>

**PUBLIC NATURE OF PROPOSAL MATERIALS**

All proposals submitted in response to this RFP shall become the property of the District and may be used by the District for any purpose. Proposals received by the District shall not be returned to the Proposer.

Proposer should not include any confidential or private content within the proposal. All documents received are subject to public inspection as defined by the California Public Records Act.