

CITY OF JASPER
200 Burnt Mountain Road
Jasper, Georgia 30143
Attn: Kim Goldener, Assistant City Manager
Email: kgoldener@jasper-ga.us

**SUBJECT: Request for Proposals for Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter
RFP #2023-11**

DATE OF RFP RELEASE: September 20, 2023

The City of Jasper is soliciting competitive sealed (bids) proposals from qualified Respondents for the lease of municipal real estate for the purpose of erecting and maintaining a telecommunications tower and storing cellular equipment on or about the Mineral Spring Street (“Lilly Water Tank”) Water Tank located at 36 Lilly Circle in Jasper, Georgia.

Attached hereto are the general conditions, specific terms and conditions of any resulting lease that are required by the City of Jasper, and format requirements of any proposal (bid) submitted in response to this Request for Proposal (“RFP”). All inquiries and questions regarding this RFP shall be in writing and directed to Kim Goldener, Assistant City Manager by email to: kgoldener@jasper-ga.us.

The deadline for submission of any questions shall be October 13, 2023 at 3:00 p.m. and no questions shall be answered until after the deadline has elapsed. Do not call or email any other employee or elected official seeking answers to questions. If a person or entity violates the prohibition against calling or emailing with questions, the City of Jasper reserves the right to immediately remove said person or entity from consideration. Questions and answers will be distributed to all interested parties through a formal written addendum to the RFP prior to the submittal deadline.

Proposals (bids) are due no later than 3:00 p.m. on Wednesday, October 25, 2023. The proposal (bid) must be submitted upon a flash drive with the pdf copy of the proposal (bid) plus one hard copy of the proposal must be enclosed in a sealed envelope clearly marked, “Proposal for Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter” and delivered to the address below. Additionally, one (1) fully executable electronic copy of the response (in Word or .pdf format) must be attached to an email with the subject line bearing the same title and sent electronically to the email address below.

City of Jasper City Hall
Attn: Kim Goldener, Assistant City Manager
200 Burnt Mountain Road
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kgoldener@jasper-ga.us

Any proposals (bids) received after the deadline date and time will be returned unopened. Incomplete proposals may not be considered if the omissions are determined to be significant and failure to

comply with the written requirements of this RFP may result in disqualification of the proposal. The written proposal documents supersede any verbal or written prior communications between the parties, if any. All respondents will be notified in writing of the award.

We look forward to your bid and appreciate your interest in the City of Jasper.

CITY OF JASPER

REQUEST FOR PROPOSAL

RE:

**Lease of Municipal Real Estate for Telecommunications Tower and
Equipment Shelter**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Wednesday, October 25, 2023 at 3:00PM (local time prevailing)

City of Jasper City Hall
200 Burnt Mountain Road
Jasper, Georgia 30143
Attn: Kim Goldener, Assistant City Manager
kgoldener@jasper-ga.us

[RFP # 2023-11]

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE
RESPONSIBILITY OF THE RESPONDENT.

REQUEST FOR PROPOSALS

Re:

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

SECTION I - OVERVIEW

1.0 PURPOSE

The issuance of this RFP constitutes only an invitation to present a proposal (bid). The City of Jasper has issued this RFP to solicit proposals (bids) of lease terms for the lease of municipal real estate to a qualified corporate Respondent that is established to install, own, operate, develop, and improve telecommunications systems and facilities on or about property owned by the City of Jasper and located at **36 Lilly Circle, Jasper, Georgia**. The leased area will consist of (a) the surface area on or about the Mineral Spring St. (“Lilly Water Tank”) Water Tank sufficient for the successful Respondent (“Lessee”) to mount and operate a telecommunications tower, and (b) an adjacent equipment shelter for the storage and safekeeping of like equipment.

1.1 RFP SCHEDULE AND DEADLINES

The anticipated schedule for the RFP is as follows:

RFP Available	Wednesday, September 20, 2023
Deadline for questions	Friday, October 13, 2023, at 3:00PM
Proposal deadline	Wednesday, October 25, 2023, at 3:00PM

Inquiries and/or proposals received after said time or at any place other than the time and place required herein will not be considered.

1.2 RFP SUBMISSION

The proposal (bid) must be submitted upon a flash drive with a pdf copy of the proposal (bid) plus one hard copy of the proposal and all supplemental documentation must be enclosed in a sealed envelope clearly titled, “Proposal for Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter,” and delivered to the address below. Additionally, one (1) fully executable electronic copy of the response (in Word or .pdf format) must be attached to an email with the subject line bearing the same title and sent electronically to the email address below. All proposals must clearly bear the Respondent’s name and address.

City of Jasper City Hall
Attn: Kim Goldener, Assistant City Manager
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kgoldener@jasper-ga.us

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Jasper. The proposal must be signed by a company officer or agent who is legally authorized to enter into a contractual relationship in the name of the Respondent.

Ownership of all data, materials, and documentation prepared for and submitted in response to this RFP shall belong exclusively to the City of Jasper and will be considered a public record and subject to public inspection in accordance with the Georgia Open Record Act, O.C.G.A. § 50-18-70 et. seq. unless otherwise provided by law.

All expenses involved with the preparation and submission of the RFP to the City of Jasper, or any work performed in connection therewith is the responsibility of the Respondents.

The City of Jasper reserves the right to extend the deadline for submission of proposals, call for new proposals, and to waive any irregularities or informalities in any proposal or in the submittal procedure.

1.3 INQUIRES REGARDING RFP

All inquiries and questions regarding this RFP shall be in writing and directed to Kim Goldener, Assistant City Manager, at the following address and email address:

City of Jasper City Hall
Attn: Kim Goldener, Assistant City Manager
200 Burnt Mountain Road
Jasper, Georgia 30143
kgoldener@jasper-ga.us

The deadline for submission of any questions shall be **Friday, October 13, 2023, at 3:00PM** and no questions shall be answered until after the deadline has elapsed. Do not call or email any other employee or elected official seeking answers to questions. If a person or entity violates the prohibition against calling or emailing with questions, the City of Jasper reserves the right to immediately remove said person or entity from consideration. As provided in Section 1.4 below, all questions and answers will be distributed to all interested parties through a formal written addendum to the RFP prior to the submittal deadline.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Jasper will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the submission deadline. Respondents should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at <https://www.jasper-ga.us/notices.htm>. Respondents are encouraged to check this site regularly for immediate access to issued addenda.

Respondents must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal (see attached document). Proposals which fail to acknowledge the Respondent's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the requirements of this RFP.

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered.

1.6 REJECTION OF PROPOSALS

The City of Jasper reserves the right to reject any and all proposals if such rejection is deemed to be in the best interest of the City of Jasper.

1.7 INVESTIGATION AND EVALUATION OF PROPOSALS

All proposals will be reviewed and evaluated by the City of Jasper and an award will be made, if at all, to the responsive and responsible Respondent offering the most advantageous lease terms deemed to be in the best interest of the City of Jasper.

The City of Jasper may make such investigation as deemed necessary to determine the ability and responsibility of the Respondents to install, maintain, operate, develop, and improve upon a telecommunications tower and any associated equipment and facilities on the municipal property to be leased under this RFP. The City of Jasper reserves the right to request clarifications regarding information submitted and to request additional information from one or more Respondents. The Respondents shall cooperate with the City of Jasper in such investigation and furnish to the City of Jasper all information and data that the City may require to make such investigation.

1.8 OFFER AND ACCEPTANCE; NEGOTIATIONS

Submission of any proposal indicates acceptance of the same and shall constitute an irrevocable offer for a period of 120 calendar days.

The City of Jasper reserves the right to negotiate any and all proposals or parts of proposals in a manner deemed to be in the best interest of the City of Jasper.

1.9 ACKNOWLEDGEMENTS

Submission of any proposal is certification that Respondent has fully read and understands this RFP, including the property to be leased, its exclusive purpose, and the required terms and conditions of any resulting lease.

Submission of any proposal is a certification by the Respondent that the proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred with any City of Jasper employee having official responsibility for this procurement transaction of any

payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

Submission of any proposal is certification that Respondent is not in violation of O.C.G.A. §§ 16-10-2 and 16-10-22 for acts of bribery, and/ or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.

Submission of any proposal is certification that Respondent is not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

1.10 GOVERNING LAW AND DISPUTE RESOLUTION

This RFP and any resulting lease shall be governed in all respects by the laws of the State of Georgia, and Respondents and Lessee, shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

All Respondents to this RFP shall hold harmless the City of Jasper, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. In the event that this RFP is withdrawn or canceled for any reason, the City of Jasper shall have no liability to any Respondent for any costs or expenses incurred in connection with this RFP or otherwise.

Any dispute between the City of Jasper, any Respondent, or the Lessee, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of Pickens County.

SECTION II – DESCRIPTION OF PROPERTY TO BE LEASED

All that tract or parcel of land lying and being in the City of Jasper in Land Lot 17 of the 13th District, Pickens County, Georgia, containing 1.00 acre, more or less, and being known as 36 Lilly Circle (the City of Jasper’s “Mineral Spring St. Water Tank a/k/a Lilly Water Tank”).

Said lease is limited to (a) that real estate necessary for the installation, maintenance, operation, and development of a telecommunications tower or structure on or about the City of Jasper’s Mineral Spring St. Water Tank, (b) use of a pre-established (or to be established by bidder if more space is available) equipment shelter having a space of 4 feet wide by 16 feet long found immediately adjacent to the Mineral Spring St. Water Tank, (c) a non-exclusive right of ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way to the Mineral Spring St. Water Tank.

SECTION III – REQUIRED LEASE TERMS AND SPECIFICATIONS

The successful Respondent (“Lessee”) will be required to execute a lease that includes in substance, not form, the following terms and conditions. Any lease term, condition, or provision specifically addressed herein is subject to negotiation and should be addressed in any proposal submitted in response to this RFP.

3.0 PURPOSE AND USE OF LEASED PROPERTY

The Lessee shall use the leased property only for the purpose of installing, operating, modifying, maintaining, developing and removing, at the Lessee’s expense, a telecommunications tower or cellular communications service system facility, and/or any other related fixtures necessary to the operations of the telecommunications or cellular communications service system facility on or about the Mineral Spring St. Water Tank; and further, that the equipment shelter will only be used for the storage of equipment necessary for such operations.

Such telecommunications or cellular communication service system facility must be secured and maintained in a manner as to address any safety and aesthetic issues raised by the City of Jasper.

3.1 LEASE TERMS

The term of the lease and the option of a renewal term are negotiable under this RFP; however, pursuant to Georgia law, the initial term of the resulting lease may not exceed ten (10) years and the renewal term, if any, may not exceed one term of no more than ten (10) years.

3.2 NON-INTERFERENCE

The Lessee shall use the leased property in a manner which will not disturb the City of Jasper Water Utilities.

Moreover, any cellular communication systems' transmitters and receivers' frequencies shall not interfere with local radio, TV, Coast Guard, local and regional public safety, national defense or other similar operations.

3.3 CONTINUED OPERATIONS OF POLICE DEPARTMENT

The Lessee shall continue the telecommunications capabilities and storage needs of the City of Jasper Police Department currently available on site. To this end, the Lessee shall agree to install, maintain, and continue the operation of a single 10-foot-high dipole antenna for use by the City of Jasper for the police radio system. The Lessee shall also apportion a space of 12 feet by 4 feet within the equipment shelter, separate from the Lessee’s equipment, for storage of the Police Department’s radio equipment including the Police Department repeater. The Lessee shall allow the Police Department to connect the repeater to Lessee’s generator for emergency power and allow the City of Jasper Police Department to have 24/7 access to said equipment.

3.4 TELECOMMUNICATIONS OPERATIONS

The Lessee shall furnish a plan and description of all equipment to be installed, which shall be approved by the City of Jasper prior to the installation and any material alterations of the City of Jasper's equipment on the property.

The Lessee shall be required to obtain all permits necessary to meet all applicable federal, state, and local statutes, bylaws, and regulations as well as any and all license(s) required by any and all applicable federal, state, and local statutes, bylaws, and regulations to operate a telecommunications tower or cellular communications service system facility on the property. The Lessee must furnish a copy of such permits and licenses to the City of Jasper within thirty (30) days of any such request by the City of Jasper.

The Lessee will be responsible for all costs associated with the installation, maintenance, operation and insurance of equipment and facilities. All work conducted on the property 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.

3.5 ADVANCED PAYMENT

The Lessee shall make an advanced payment, due within thirty (30) days of receipt of notice of award of the lease. The amount of the advanced payment is negotiable under this RFP.

The advanced payment represents the final monthly rental payment(s) payable under the resulting lease. For example, if the Lessee proposed a 1-year lease with an Annual Lease Payment of \$12.00 (thus, monthly rental payments of \$1.00) and an Advanced Payment of \$3.00, the Advanced Payment represents the final three (3) months of rental payments due under the lease.

3.6 REMOVAL OF PROPERTY

The Lessee shall be required to remove all telecommunications or cellular communications service system equipment, facilities, and associated fixtures and apparatuses, and return the leased property to its original condition within sixty (60) days of the expiration or termination of the lease, unless otherwise determined by the City of Jasper. Title to all cellular and ventilation equipment will remain with Lessee at such time Lessee vacates the site.

3.7 DEFAULT AND TERMINATION

The City of Jasper shall reserve the right to terminate the lease for cause, including but not limited to, failure by the Lessee to fulfill its obligations under the lease or under applicable laws, regulations, bylaws, codes or permits, and the Lessee agrees to reimburse the City of Jasper for all costs associated with the enforcement of said lease, including but not limited to all attorneys' fees and court costs.

3.8 LIABILITY INSURANCE

The Lessee shall procure and maintain in force and effect throughout the term of the lease, a commercial general liability insurance policy. Said liability insurance shall be in an amount not less than \$1,000,000.00, no aggregate, combined single limit per occurrence of bodily injury and property damage liability. For all policies, the Lessee shall name the City of Jasper and its officers, board members, employees and agents as an additional insured, and shall provide for a thirty (30) day written notification to the City of Jasper in the event of cancellation or material changes to the policy or policies.

The Lessee must furnish a Certificate of Insurance and copies of policies to the City of Jasper within thirty (30) days from the receipt of notice of award of the lease.

3.9 INDEMNIFICATION

The Lessee shall assume sole responsibility and liability for any injury to person or property caused by any act or omission of any person while on the property, and shall agree to indemnify and hold harmless the City of Jasper and its officers, council members, employees and agents from and against any and all claims, demands, actions, and causes of action brought by any person.

Moreover, the Lessee must agree to indemnify and hold harmless the City of Jasper and its officers, council members, employees and agents from any and all claims, suits, demands, actions, and cause of actions arising out of any improvements to the property or any indebtedness or obligations incurred by the Lessee in making such improvements.

3.10 ASSIGNMENT, SUBLETTING, ENCUMBRANCES

The Lessee shall not assign or transfer any interest in the lease or sublease any part of the lease without prior written notice and written approval of the City of Jasper.

The Lessee shall not mortgage or pledge the property, lease or contract the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, lease, or contract.

SECTION IV – PROPOSAL FORMAT

4.0 PROPOSAL FORMAT, GENERALLY

Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Respondents whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Jasper. Instructions relative to each part of the proposal submission are addressed in the remainder of this section. All narrative components of the submission should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

The submission must include, at a minimum, each of the following:

1. Cover Letter;
2. Proposal, in narrative form, addressing and describing, in as much detail as possible:
 - a. Company Background;
 - b. Company Qualifications; and
 - c. Technical Capabilities and Intentions;
3. Three References;
4. Respondent's most recent audited public Financial Statement; and
5. Submission Forms, titled and attached hereto as follows:
 - A. Execution of Proposal;
 - B. Addenda Acknowledgment;
 - C. Georgia Security and Immigration Compliance Act Affidavit; and
 - D. Lease Terms Summary Sheet.

4.1 COMPANY BACKGROUND AND QUALIFICATIONS

As a distinct section of the proposal, Respondents should provide a brief narrative description of the Responding company's size, organizational structure, and mission statement. Respondent should state how long the company has been in business, the location of its central office and any satellite offices, and indicate whether the Respondent has had a prior telecommunications or cellular communications service system facility lease with the City.

Respondents must attach to the proposal, as exhibits thereto, evidence that the company is authorized to do business in the State of Georgia. Respondents should feel welcome to supplement the proposal, as exhibits thereto, any relevant Articles of Incorporation, bylaws, or other similar documentation demonstrating the legitimacy and success of the Respondent entity.

4.2 QUALIFICATIONS

As a second distinct section of the proposal, Respondents should state their qualifications sufficient to set them apart from others in the telecommunications industry. Such information may include, but is not limited to, the number of clients currently served by the company, a summary of Respondent's direct experience with similar leases and telecommunications towers currently in operation and/or other similar facilities constructed and installed by Respondent in the last five (5) years.

Respondents should highlight Respondent's technical expertise and capabilities pertinent to the installation, maintenance, and ongoing operations of the intended telecommunications tower or cellular communications service system facility to be installed on the leased property.

Respondents must attach to the proposal, as exhibits thereto, a copy of Respondent's professional licenses, accreditations, permits, or other certifications necessary to install and operate such a telecommunications facility on the leased property.

4.3 TELECOMMUNICATIONS EQUIPMENT DESIGNS AND INTENTIONS

As a third distinct section of the proposal, Respondents should provide a narrative description of the intended telecommunications tower, any connecting systems for equipment to be installed on the property, and any equipment and appurtenance plans, designs or specifications related to the telecommunications towers, including any site area landscaping intentions, designs, and specifications or any intentions of improvements or modifications to the leased property.

Respondents should provide information on the type and strength of any cellular communication systems’ transmitters and receivers’ frequencies or any other technical information regarding the Respondents’ proposed intentions on the property, as well as any special needs required of the property or of the City of Jasper, if any.

Respondents should attach, as exhibits to the Proposal, any drawings or supplemental information regarding the technical intentions, designs, and needs of Respondent on the property.

Respondents should provide a Structural Analysis by a qualified engineer that Respondents’ telecommunications towers, accounting for all towers on the property and/or up to four (4) cell towers upon the Lilly water tank will not adversely affect the structural integrity and maintenance of the Lilly water tank, the property and any existing structure on the property.

4.4 CLIENT REFERENCES

Respondents should provide at least three (3) references from lessors or individuals holding a close legal or business relationship of similar nature as that described and intended by this RFP. Information should include at the minimum: name of reference, name of agency or entity, address, telephone, and e-mail.

SECTION V: COMPARATIVE EVALUATION CRITERIA

The City of Jasper intends to evaluate proposals using, as a general guide, the Comparative Evaluation Criteria set forth below:

5.0 STARTING ANNUAL LEASE PAYMENT:

Highly Advantageous	\$13,800 or more
Advantageous	Between \$13,000 and \$13,800
Least Advantageous	Between \$12,001 and \$13,000
Unacceptable	Less than \$12,000

5.1 INCREASE OF ANNUAL LEASE PAYMENT:

Highly Advantageous	5% or more
Advantageous	Between 3.1% and 5%
Least Advantageous	Between 0% and 3%
Unacceptable	Less than 0%

5.2 ADVANCE PAYMENT

Highly Advantageous	12 months or more of proposed rental payments
Advantageous	Between 9 and 11 months of proposed rental payments
Least Advantageous	Between 6 and 8 months of proposed rental payments
Unacceptable	Less than 5 months of proposed rental payments

5.3 PROFESSIONAL QUALITY OF RESPONDENT:

Highly Advantageous	High level of professionalism and demonstrated ability to design, construct and operate quality telecommunications services.
Advantageous	Above-average level of professionalism and demonstrated ability to design, construct and operate quality telecommunications services.
Least Advantageous	Average level of professionalism and demonstrated ability to design, construct and operate quality telecommunications services
Unacceptable	Below average level of professionalism and demonstrated ability to design, construct and operate quality telecommunications services

5.4 DEMONSTRATED COOPERATION WITH THE CITY OF JASPER

Highly Advantageous	Substantial level of cooperation with the City of Jasper
Advantageous	Significant level of cooperation with the City of Jasper
Least Advantageous	Some level of cooperation with the City of Jasper
Unacceptable	Limited and/or hostility toward the City of Jasper

Criteria 5.0 and 5.1 shall be weighted at 35% each for purposes of the sealed bid, and criteria 5.2, 5.3 and 5.4 shall be weighted at 10% each.

Required Forms for Submission

EXECUTION OF PROPOSAL

Re: City of Jasper

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

Page 1 of 2

The potential Respondent certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Respondent agrees to the conditions as set forth in this Request for Proposal with no exceptions, except as mutually agreed to by the Respondent and City.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to enter into a binding lease agreement with the City of Jasper under terms and conditions consistent with the terms and conditions as set forth in this RFP and the terms and conditions proposed by the Respondent in response to this RFP. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will use the leased property only for the uses and purposes as described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my proposal meet or exceed all requirements described in this RFP.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Printed Name of Respondent Company

Address

Phone

Fax

[SIGNATURES CONTINUE TO FOLLOWING PAGE]

EXECUTION OF PROPOSAL

Re: City of Jasper

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

Page 2 of 2

Email

Authorized Signature

Date

Typed Name & Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

ADDENDA ACKNOWLEDGEMENT

Re: City of Jasper

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

The Respondent has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Respondents must acknowledge any issued addenda. Proposals which fail to acknowledge the Respondent's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Re: City of Jasper

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Jasper has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Jasper at the time the subcontractor(s) is retained to perform such service.

EEV/E-Verify User Identification Number

Date of Authorization

By: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

_____ [Notary Seal]

Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Lease Terms Summary Sheet

Re: City of Jasper

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

(Page 1 of 2)

TO: The City of Jasper:

FROM: The undersigned, hereinafter called the "Respondent," organized and existing under the laws of the State of _____, and doing business under the name of

(Name of corporation; partnership; or an individual).

The Respondent proposes to lease the designated space under terms and conditions specified in the City of Jasper's Request for Proposals for the following Annual Lease Payment, which shall be paid in monthly installments and increased annually by the following Annual Lease Payment Increase Percentage of the preceding Annual Lease Payment amount. The Respondent further proposes the following Advance Payment Amount, an amount representing the final respective months of lease payments due under the proposed lease.

ANNUAL LEASE PAYMENT: \$ _____

Annual Lease Payment in words: _____.

ANNUAL LEASE PAYMENT INCREASE PERCENTAGE (PIP): _____%

Annual Lease PIP in words: _____.

ADVANCED PAYMENT: \$ _____

Advanced Payment in words: _____.

INITIAL LEASE TERM: _____ years.

Initial Lease Term in words: _____.

RENEWAL TERM? YES NO If yes, _____ years.

Renewal Lease Term in words: _____.

[SIGNATURES ON FOLLOWING PAGE]

Lease Terms Summary Sheet

Re: City of Jasper

Lease of Municipal Real Estate for Telecommunications Tower and Equipment Shelter

(Page 2 of 2)

This Lease Terms Summary Sheet must bear the signature of the Respondent or the authorized agent of Respondent. If the Respondent is a corporation or a partnership, a duly authorized officer of such corporation or partnership must sign the proposal, as it is reflected in the foregoing Lease Terms Summary Sheet.

Printed Name of Respondent

Printed Address of Respondent

By: _____
Authorized Signature of Respondent

Date: _____

Printed Name and Title of Person Signing the proposal

Phone