



**STATE OF NORTH CAROLINA**  
**Department of Administration**  
**State Property Office – Leasing Section**

**Request for Proposal (RFP) #: SPO-58-LL-18**

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**Senator Bob Martin Eastern Agriculture Center**

**Date Issued: October 16th, 2023**

**Proposal Closing Date: November 7th, 2023**

**At 4:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Agency Contact: Wendy Dudka  
Property and Construction Division  
Email: [wendy.dudka@ncagr.gov](mailto:wendy.dudka@ncagr.gov)  
Phone: 919-707-3167

# NOTICE TO PROPOSERS

1. **READ, REVIEW AND COMPLY:** It shall be the Proposer's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Proposers or elsewhere in this RFP document.

2. **PROPOSAL SUBMITTAL**

All proposals shall be submitted electronically via the North Carolina eProcurement Electronic Vendor Portal (eVP) website. For additional information, the [eProcurement Vendor Training](#) page includes online training videos and a link to [Viewing and Responding to Solicitations in eVP](#).

There is No Fee for lease proposal submittal through North Carolina eProcurement Electronic Vendor Portal (eVP) .

Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject a vendor's proposal(s).

3. **CRITICAL UPDATED INFORMATION:** This RFP may be updated to include critical information in an Addenda. It is important that all Proposers proposing on this RFP periodically check the State's IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.
4. **LATE PROPOSALS:** It shall be the Proposer's sole responsibility to ensure the timely delivery of proposals at the designated office by the designated time.
5. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Proposer, to accept any item in the proposal.
6. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of lease award, each Proposer that is a corporation, limited-liability company or limited-liability partnership shall have, and shall maintain throughout the term of The Lease, Registration to Transact Business in North Carolina from the **North Carolina Secretary of State**, as required by North Carolina law.
7. **PROPOSER REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina eProcurement electronic Vendor Portal (eVP) allows Proposers to electronically register **free** with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website:

<https://evp.nc.gov/>.

**Note:** Be aware that vendor data may expire every 30 days when using the NC electronic Vendor Portal, so allow adequate time when attempting to respond to time-sensitive deadlines.

## NOTE TO PROPOSER

### **ELECTRONIC RESPONSES ONLY WILL BE ACCEPTED FOR THIS SOLICITATION**

IN ORDER TO BE CONSIDERED, YOUR PROPOSAL SHALL BE SUBMITTED IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS PRIOR TO THE ADVERTISED CUT-OFF TIME.

**BY 4:00 PM, November 7th, 2023**

### **ALL PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY VIA THE NORTH CAROLINA EPROCUREMENT ELECTRONIC VENDOR PORTAL (eVP)**

For additional information, the [NC eProcurement Vendor Training](https://eprocurement.nc.gov/training/vendor-training) <https://eprocurement.nc.gov/training/vendor-training> page includes online training videos and a link to [Viewing and Responding to Solicitations in eVP](#). eVP has a file size limitation of 24MB. If the proposal exceeds 24MB, the proposal or space plans should be split into multiple files. Proposers are to use the following naming standard when submitting proposals:

**[PROPOSAL NUMBER]\_[PROPOSER NAME]\_[MthDayYr]** (ex. SPO-92-501\_ACME-LLC\_070120)

**NOTE: Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject the vendor's proposal(s).**

**PROPOSALS MAILED, E-MAILED OR HAND DELIVERED TO THE DEPARTMENT OF ADMINISTRATION BUILDING MAY NOT BE ACCEPTED.**

Following the selection of any proposal and its placement on the Council of State Agenda by the State Property Office, there shall be no further negotiations with those who presented proposals which were not selected for the Agenda.

#### **SPECIAL NOTE:**

In accordance with the North Carolina Administrative Code (Title I North Carolina Administrative Code, Chapter 6B.0212) a proposer's meeting will be required following the cut-off date for receiving proposals for leases with rental exceeding \$150,000 annually (including renewal options). A proposer's meeting might not be required if initial proposal(s) are less than \$150,000 in annual rent. After the original proposals are received and site visits made the proposer's meeting will be conducted by the State Property Office at a time and place to be announced by the State Property Office. At this meeting the selected proposers will submit their lowest price proposal.

**IN LIEU OF THE PROPOSER OR ITS AGENT BEING PRESENT AT THE PROPOSER'S MEETING, PROPOSER MUST SUBMIT THE FINAL PRICE PROPOSAL TO THE STATE PROPERTY OFFICE AGENT OR TO THE PHYSICAL LOCATION OF THE MEETING BEFORE THE COMMENCEMENT OF THE PROPOSERS MEETING. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THE FINAL PRICE PROPOSAL IS RECEIVED BY THE STATE PROPERTY OFFICE AGENT BEFORE COMMENCEMENT OF THE PROPOSER'S MEETING.**

**(Due to the health risks associated with COVID-19, The Proposer's meeting MAY be held virtually. Instructions for the meeting will be provided under separate cover.)**

Annual per square foot rental rates which include indeterminable percentage increases(s), such as uncapped consumer price index increases, etc. shall not be accepted during either the initial term or the renewal period.

**Pursuant to Articles 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 25, the State invites and encourages participation in this procurement by Historically Underutilized Businesses (HUBs) consisting of minority, women and disabled business firms that are at least fifty-one percent owned and operated by individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.**

The State of North Carolina encourages the submission of proposals covering "green buildings". Components such as site, enclosures, infrastructure, contents and materials in "green building" result in reduced costs in operation, energy, maintenance and insurance as well as could improve employee motivation and productivity.

Pursuant to North Carolina General Statute 146.25-1, the Department of Administration may give preference to lease proposals involving buildings identified by the North Carolina Historical Commission as having historic, architectural or cultural significance.

Pursuant to North Carolina General Statute 146.25-1(b), the Department of Administration may negotiate on relevant factors that represent the best interest of the State. Relevant factors may include, but are not limited to, timeliness of delivery of the proposed space, maintenance, upkeep and condition of the proposed space and prior performance of the proposer.

**SPECIFICATIONS FOR SPACE TO BE LEASED BY THE STATE OF NORTH CAROLINA**  
**NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

**I. GENERAL INSTRUCTIONS**

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

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

- Executive Summary consisting of the proposal cover letter highlighting the contents of the proposal and bearing the authorized representative's signature.
- Background information on the organization and should give details of experience with similar products. 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. Provide documentation showing you have researched all required permits for your proposed operation.
- Premises is to be leased as is. Any improvements will be at Proposer's expense. Provide information on improvements you propose to make to the premises. This may include up-fit construction and/or new construction. Provide a timeline for startup of your proposed operation.
- A current financial statement or similar evidence of financial stability for each person or firm making this proposal.

**II. SCOPE**

The North Carolina Department of Agriculture and Consumer Services (NCDA&CS), is requesting the submission of proposals by Communications Tower Companies to install, own and operate a Communications facility at the Senator Bob Martin Eastern Agricultural Center (SBMEAC).

The following specifications must be considered and accepted prior to presenting a proposal to lease the areas offered by the State of North Carolina for the installation of a Communications facility.

**III. LEASE AGREEMENT**

The Lease Agreement will be prepared by the State and will include pertinent portions of the Request for Proposals, the terms of the Proposal accepted, and other items that the State deems applicable. It is anticipated the lease to be effective July 1, 2024, or a date satisfactory to the State.

**IV. LEASE TERM**

The initial term of the Lease will be for a period of ten (10) years with renewal options desired. Any renewal options will be upon mutual agreement by both parties. Proposer shall indicate the Lease term and any renewal options in its proposal, not to exceed thirty (30) year for the total term.

**V. RENTAL**

The State shall receive an annual base rent and also an additional rent as a percentage of gross revenue received from subleasing space to wireless and/or broadband providers. Proposer shall indicate the base rent and the percentage of gross revenue received as well as provide semi-annual reports of gross revenue received. Minimums for annual base rent \$700.00 plus annual escalators and minimums for additional rent as a percentage of gross revenue received from all leasing and subleasing space to wireless and or broadband providers is 25%.

**VI. LEASED PREMISES.**

The proposed leased area is located in Martin County. Generalized plans/schematics for the premises will be provided upon request. The Premises will include adequate space to accommodate the Tower, equipment buildings and generators. The location of the Communications facility shall be approved by SBMEAC manager. SBMEAC is located at:

**VII. IMPROVEMENTS/ALTERATIONS BY LESSEE.**

Approved Lessee shall submit plans and designs for the system to the State Property Office and State Construction Office, NC Department of Administration 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 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.

**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 consent of the Lessor.
- C. The Premises shall be secured with a fence and locked gate.
- D. Any utility or fiber connectivity to the Premises may require an easement.

**IX. DESTRUCTION OF PREMISES.**

Lessor may, at its option, rebuild SBMEAC in the event of partial or total destruction of the facility. In the event that Lessor decides to rebuild, Lessee may rebuild at its option.

**X. INSURANCE REQUIREMENTS.**

During the terms of the lease and for as long hereafter as may be necessary, Lessee, at its 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, 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 \$5,000,000 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.

**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.

**B. Continued:**

Providing and maintaining adequate insurance coverage is 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. 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 State of North Carolina shall be named as additional insured on all policies. 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 at all times be deposited with the NC State Property Office. 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.**

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 Requirements**

1. The Communications Facility solution must support all frequency bands: 2G, 3G, 4G, LTE, 5G.
2. The Communications Facility should be capable of providing ubiquitous and robust wireless coverage for all cellular carriers' frequencies.
3. The successful proposer shall sublease with cellular providers. Such subleases are subject to prior approval by the SBMEAC and the State Property Office.
4. An annual cellular coverage and capacity survey will be performed to ensure robust coverage and capacity is available.

**B. Design and Installation**

1. The design shall include all the necessary physical infrastructure needed to support wireless carrier operations. The State prefers that all local carriers be part of the collocation group.
2. Describe how Proposer plans to sublease to new carriers.
3. Describe Proposer's overall strategy for selecting the proposed type of project design of the Communications Facility and equipment for the project including the ability to meet the needs of new technologies and geographic requirements as they arise.
4. Identify the roles and responsibilities of all anticipated and assumed participants in the process, including, but not limited to, procurement, engineering, deployment, integration and operation of the completed system. 2. Describe the incoming signaling source to be used by the commercial wireless carriers.

5. Describe the site designs to include backhaul fiber and electrical route designs and distance limitations, equipment specifications, architectural building elevations, and any other information that is pertinent to the project design.
6. Engineer and provision fiber transport based on existing and planned routes, following State guidelines, standards and cabling specifications. If applicable, the Proposer shall design and document the implementation of “laterals” where new fiber must be routed to the any electronics point of interconnect, and the implementation termination electronics.
7. Provide detailed information as to the type and amount of cabling required (fiber optic, ethernet, coaxial), both initially and with reasonable expected growth.
8. Describe the communication signal backhaul and fronthaul mechanisms including the potential use of AC or DC power.
9. Describe any backup generators or battery backup to be used.
10. Describe Proposer’s equipment and fiber maintenance plan, giving specific consideration as to how Proposer intends to preserve the condition of the equipment and fiber used in the project over the term of the agreement.
11. Explain fiber transport characterization, failure identification, analysis and repair for MTBF compliance. Contractor shall identify any desired fiber path diversity.
12. List any and all RF frequencies Proposer anticipates sublessees will transmit in the area to be covered.
13. Indicate the method and procedures for implementation testing and acceptance.

### **C. Operations and Maintenance**

1. The site shall be operated and maintained at an industry standard.
2. Describe unescorted access requirements to the campus including any office, storage, parking (including, but not limited to construction trailers), etc.; and security precautions implemented by your firm.
3. Describe the typical roles and responsibilities for operating, monitoring, and maintaining the Sites.
4. Describe how you plan to develop wireless carrier use of the Sites in a reasonable time to ensure success of the program.
5. Recommend an evaluation and assurance process to ensure quality of service for the State and carriers.
6. Describe your ability to manage the system 24 x 7 x 365.
7. Describe the methodology used to resolve technical issues among participating wireless carriers.
8. Explain how Proposer will respond to emergencies and Site failures including response time and escalation procedures.
9. Describe the redundancy, resilience, and survivability of the proposed Communications Facility and all of their components.
10. List the location(s) of any “corporate operations center” or equivalent monitoring center.
11. Document standard test methods and procedures for common inspection, testing and acceptance at each component of the Site.
12. The Sites shall be designed such that alarm and status information is available to the State and the wireless carriers.
13. The Proposer shall initiate corrective actions, including field dispatch. The Proposer must also keep wireless carriers and State contacts informed of the problem and resolution status.
14. The Proposer shall commit to rapid resolution of any inter-system interference at the RF level, the digital signaling levels, or in mechanical or electrical connections.

### **E. Business Information**

1. Make a brief statement as to your overall business strategy and why your company is qualified to meet the State’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.
4. Provide a project estimate and projected revenue streams from the project.

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. ALL RELEVANT FACTORS, TO INCLUDE MOVING COSTS (I.E. ADD'L FURNITURE PURCHASES, IT, SECURITY, etc.), WILL BE EVALUATED AS PART OF THE SELECTION PROCESS.

**ELECTRONIC RESPONSES ONLY WILL BE ACCEPTED FOR THIS RFP**

**ADVERTISED PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28 Tower**

1a. Name of Lessor:				1b. Lessor's Agent:			
2. Indicate Lessor's business Classification as Applicable:							
<input type="checkbox"/> Proprietorship		<input type="checkbox"/> Partnership		<input type="checkbox"/> Corporation		<input type="checkbox"/> Government	
<input type="checkbox"/> Non-Profit		<input type="checkbox"/> (HUB) Historically Underutilized Businesses				<input type="checkbox"/> Other	
Mailing Address:				Phone #:			
City & ZIP				E-Mail:			
3. Tower Location: Latitude:				Longitude:			
Street Address		City		County		Zip:	
4. <input type="checkbox"/> Attached Site Plan (to scale), showing the Height, Type, and Location of the Tower							
5. <input type="checkbox"/> Ground Lease		192 sf/ .004 acres		<input type="checkbox"/> Tower Space Lease		<input type="checkbox"/> w/Equipment Building Space	
6. Lease Type		Tower Type		Equip. Bldg. /Fenced Area		Tower Hgt. (AGL)	
<input type="checkbox"/> New		<input type="checkbox"/> Self-Supported		<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Existing		<input type="checkbox"/> Guyed		Fenced in Area only <input type="checkbox"/>		Will the lessor have equipment on the tower?	
				Dimensions:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Amended		<input type="checkbox"/> Monopole		tap Ft. tap Ft.		Is this a Co-Location Lease?	
						<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> Other		Total Bldg. or Ground Area Leased:		.02 Acres	
7. Owner/Maintenance		Provided by:		Owned by:		Maintained by:	
Tower		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee	
Equipment Building		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee	
Generator		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee	
Road		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee	
Utilities		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee	
Other: tap here		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee		<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee	
8. Lease Rate:		\$ per Year, or		\$ per term			
9. Lease Term:		years		Commencement Date:			
10. Renewal Option Details:							
<i>NOTE: Rates that include indeterminable percentage increase. Such as uncapped CPI increase Etc. Are NOT acceptable during either the initial or any renewal term.</i>							
11. Additional Information:							
Historically Underutilized Business (HUB) consists of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(S) of the categories. Also, included in this category are disabled business enterprises and Non-Profit work centers for the blind and severely disabled.							
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from a person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any gift has been offered, accepted, or promised by any employee of your organization.							
This proposal is made in compliance with the specifications furnished by the Department of Administration, State Property Office. I have read and accepted the request for proposal (specifications-PO-27) and all attachments and stipulate the proposal is made in keeping with the requirements therein. I understand that this proposal will be evaluated because of the desirability of the proposal as to how it will complement the total operation of the market.							
Printed Name of Lessor							
Signature of Lessor							
Date							