# STATEMENT OF REQUIREMENT

1. **General**
   1. This service will be available during normal office hours, with a single point of contact provided by the agent. To cater for exceptional circumstances the Agent will be required to provide a 24hr contact number to deal with any security, maintenance or access issues arising outside of normal office hours.
   2. The contract period will be for 5 years to commence in December 2025 with an option to extend for a further 12 months.
   3. In this document
      1. “Agent” means the appointed Managing Agent.
      2. “Operator” means the person, firm or company who rents or makes an application to rent aerial mast space from the Client, via the Managing Agent.
      3. “Client” means the representatives of the Office of the Police & Crime Commissioner for Hampshire & the Isle of Wight.
2. **The Service**
   1. The Client will identify an Authorised Officer who will be the first point of contact in respect of this agreement.
   2. The Agent shall be responsible for all sites listed in Appendix A – HIOW OPCC Mast Locations, currently let to the Operators listed, including sites for small scale development, and any sites developed or acquired during the life of this contract. Communication, aerial and mast management sites should include mast, towers, roof top and aerials fixed to building structures. The client has a number of internal users of Mast Infrastructure for which the rent is set at a peppercorn.
   3. The Agent will have the authority to act for the Client in all respects in carrying out the work outlined below (except the authority to enter into agreements or to serve notices unless otherwise agreed in writing).
3. **Management Duties**
   1. Scope of Management – Ensure the safe and effective operation of all Client owned aerial mast sites.
      1. The Agent shall maintain management records held by the Client (or their existing advisors/consultants at the point of contract commencement, including all site plans, building layouts and tower schematics) necessary for the proper management of the sites. All records, hard copy and electronic data is the property of the Client and must be returned within one month prior to the contract end date. Electronic media is to be returned and passwords are to be shared at that time. Any data held electronically will be required to be held within the UK and meet the requirements for information security as set out in Security Aspects Letter (SAL), contained within VOL 7 – Tender Response Document
      2. With the assistance of the Client, the Agent will set up and maintain an estate management database and Terrier summarising the principle terms under which each operator occupies a site. The agent may be required to provide data from the Terrier system for uploading into Client’s own CAFM system periodically throughout the contract term. Format of the Managing Agent’s database and Terrier system to be agreed with the Client.
      3. The Agent shall supervise, manage and deal with day to day enquiries and issues relating to and arising from the occupation of the Sites by Operators including any liaison with the Client over matters raised from time to time by the public. This may include internal Operators who form part of Hampshire & Isle of Wight Constabulary and other policing organisations.
      4. The Agent shall be responsible for managing the head lease arrangements between the Client and site landlords, including negotiating terms and conditions, rent reviews, renewals and other matters consistent with lease development, negotiation and management.
      5. The Agent will represent or advise the Client at internal and public meetings and prepare reports to answer queries relating to sites from the public and members of staff as requested by the Clients Authorised Officer.
      6. The Agent will not be responsible for engaging, on behalf of the Client, with the Client’s appointed legal services in negotiating and advising on lease developments, disputes, break notices and other such issues requiring professional legal services however they will be required to assist the Clients Authorised Officer as to enable the Client to clearly instruct their legal services as necessary.
      7. The Agent will regularly review all agreements to establish whether there is any scope for maximising the income received from the Operators at the existing sites, for radio transceiver purposes and provide recommendations for action.
      8. The Agent will assist the Client in developing a strategy for the management of the portfolio by regularly considering suitable development potential for aerial mast purposes for all Client’ owned sites, and providing recommendations for action.
   2. The Agent will monitor the compliance of the Operators at the Sites under the terms of their agreements and report any material breaches to the Client and advise on what remedial action can be taken against the Operator, if any.
      1. The Agent will identify opportunities to secure improved agreement terms on the upgrading or renegotiation of the Operator’s existing sites, including agreement renewals, and provide recommendations for action.
      2. The Agent will undertake the negotiation of all rent reviews and agreement renewals, both for operator tenancies and also for sites where the Client lease the site.
      3. The Agent will undertake the negotiation of the proposed location of equipment and revised tariff when an upgrade is proposed.
      4. The Agent will negotiate terms leading to and arising from the surrender of the Operators agreement and agreeing to any adjustments or claims arising on expiry while liaising and referring as appropriate to the Clients Authorised Officer.
      5. The Agent will deal with all matters relating to the addition or alteration of existing Operators equipment. This includes advising on, planning, suitability of mast structures, frequency clearance, accommodation matters, works at site, Health and Safety implications.
      6. The Agent will be responsible for the timely co-ordination and management of maintenance, arranging for contractors to quote for maintenance work on the aerial sites and/or towers, ensuring that the Client receives value for money and compliant tender returns from contractors.
      7. The Agent will undertake condition surveys of the aerial sites and provide an annual recommended maintenance plan for all sites in accordance with the Clients finance and budget setting mechanisms.
      8. The Agent will ensure all electricity, power supply provision and business rates costs are recovered from the operators on a quarterly basis, where there is a requirement to do so per the lease agreement.
   3. **New Agreements and Marketing**
      1. The Agent will liaise with the Client over the suitability of the existing sites for additional Operators and other property as potential new sites.
      2. The Agent will advise the Client on the merits or otherwise of the adoption of a telecom marketing pack and some or all of the elements that would make up such a pack, including:
4. Preparing a standard Site Sharing Application Form appropriate for use by the Client to enable it to assess each application by an Operator against pre set objectives to share or take space on the Client’ property.
5. The preparation of a procedure designed to ensure that the Client and the Operator are clear in the actions necessary and the timescales involved from the initial expression of interest in the site to the final completion of the build.

c) To propose the terms to be incorporated into a generic telecom Lease/Licence; and

d) Providing advice on a rates and prices

e) To propose how sites could be actively promoted to generate new business.

* + 1. The Agent will promote and market to all potential Operators, existing and potential new sites considered by the Client to be suitable for use as Telecom sites, whilst ensuring matters of confidentiality are observed.
    2. The Agent will administer the completion of a Site Sharing Application Form by the Operator and the proposal of draft Heads of Terms for subsequent preliminary approval by the Client.
    3. The Agent will seek frequency clearance on any new application to site share from potential Operators through the Clients Authorised Officer.
    4. The Agent will check and verify the structural analysis on any Site Sharing Application and refer the structural analysis and engineering approval on any application by the Operator to install equipment on the sites, together with recommendations for action provided to the Clients Authorised Officer.
    5. The Agent is to ensure that the Third party operators use and pay for their own structural consultants for any structural analysis and engineering requirement to support any application to install/remove equipment. In addition, the third party operators will be liable for the costs and fees of the Agents and/or their structural consultants associated with the same.
    6. The Agent will check and verify planning applications and, where required, represent the Client during the consultation process.
    7. The Agent will negotiate Heads of Terms for all new agreements and agreement renewals.
  1. The Agent will attend such design visits as may be necessary with a representative of the Client to discuss the siting and design of any new installation with the Operator.
     1. The Agent will seek Drawings from the Operators showing the proposed development and submitting them, along with the planning permission and structural analysis, to the Client for approval.
     2. The Agent will report to the Client on all agreed terms and seek instructions.
     3. On receipt of the Client’s instructions to proceed, the Agent will engage with the Client’s Authorised Officer to enable solicitors to be instructed. Under no circumstances will the agent be authorised to instruct the clients’ solicitors directly.
     4. On completion of the agreement, the Agent will administer the arrangements for the satisfactory installation of the proposed new equipment, incorporating project management and Health & Safety compliance and security clearance provision.
     5. The Agent will be the contact for all site development proposals, including decommissioning and recovery of equipment from site.
     6. The Agent must ensure that any site development, decommissioning and recovery of equipment is funded by the Operator(s). This must not compromise ownership, security or access to the site.
     7. The Agent must always work in the best interest's of the Client and advise accordingly. It is essential that the Agent accepts responsibility to ensure that development plans and all works on site are undertaken in a controlled manner. This is likely to incur additional expense to the Agent, which should be recouped from the Operator.
     8. The Agent will have the responsibility to ensure that any development does not compromise the Client’ future use of the site or integrity of existing Operators services at any site.
     9. The Agent shall make the Client aware of any changes that may affect the insured value of the site.
  2. The Agent will be required to agree to a nominal administration fee as stated in the Pricing Schedule in order to manage site access, query management etc for partnering, non-chargeable, charitable or joint agency installations (e.g. RNLI, Shopwatch, etc).
     1. The Agent is expected to exclude from their management fee any costs for work undertaken at the liability of third party operators.
  3. **Mast Maintenance and Site Inspections**
     1. The Agent will provide specialist Mast Construction/Building Consulting Engineers who will carry out the annual inspections of masts and towers and ensure that the sites have ‘Safe to Climb’ Certification.
     2. The Agents will provide annual condition survey reports as a result of the Annual Inspection and make recommendations of the remedial actions required at each of the sites, incorporating Health & Safety issues, changes to legislation and site security, to be presented as follows:

1. Priority 1 – defects which render the structure or access insecure which require urgent and immediate repair, including timescales and potential budget requirements for completing this work.
2. Priority 2 – defects which render the maintenance condition unsatisfactory but not unsafe which require urgent repair to avoid serious penalties in terms of dilapidation and/or increased costs.
3. Priority 3 – defects for which routine repair work which is recommended to maintain the value and utility of the structure or access.
4. Priority 4 – defects for which preventative maintenance work are recommended to maintain proper standards.
5. Omissions and Deficiencies – omissions and deficiencies to the access and fixed safety equipment and ancillary or associated items.
   * 1. The Agent will present and discuss with the Client a programme of remedial maintenance works (if any) to the towers and on receipt of the Client’ instructions the Agent will undertake the duties of the Principal Designer and put the remedial and maintenance works out to tender in accordance with the agreed policy – For the avoidance of doubt, all works are to be presented on an open book basis.
     2. The Agent will provide the client with an Appointment Recommendation for works which have been tendered. The recommendation will provide details of the technical and financial basis for the recommendation. The recommendation must include any additional costs required by the Agent in support of the delivery of works and be shown as such.
     3. The Client may accept or reject an appointment recommendation, or request that works are deferred where it is safe to do so. Where the client accepts an Appointment Recommendation, the Agent will be required to administer the contract through to final account / end of defects.
     4. The Agent will invoice the Client for any accepted additional works upon agreement with the Client that the works have been finished to the required standard, confirmation not to be unreasonably withheld.
     5. The Agent will be aware of and ensure compliance with The Construction (Design and Management) Regulations 2015.
     6. The Agent will ensure that all sub-contractors engaged in work on Client owned aerial mast sites, perform their duties with due regard to all matters relating to Health & Safety of all personnel who may be affected by their acts and omissions.
     7. The Agent will manage, co-ordinate, supervise and quality assure those contractors appointed by the Client who may undertake site maintenance and activities such as grass cutting and generator maintenance at the sites.
     8. The Agent will undertake the annual RF field strength testing, (non-ionising radiation level), and provide a covering report for all sites. This will make reference to maximum exposure levels as dictated by the World Health Organisation and the National Radiological Protection Board.
     9. The agent will confirm with the client that any standby/power generators are adequately maintained and tested in compliance with the clients CAFM system requirements.
   1. **Site Access**
      1. The Agent must demonstrate within their response to the Technical Questionnaire that they are qualified to offer advice to the Client on all relevant health and safety matters, including mast access, all works on site and exposure to radio transmissions.
      2. The Agent will set up and maintain a register of authorised contractors and service providers, security cleared by the Client. (Contractors and service providers that have not been security vetted by the Client will not be allowed onto Client’ premises).
      3. The Agent will work with each individual Contract Participant to agree an Access Policy to all individual Client’ sites.
      4. The Agent will be responsible for receiving and co-ordinating new applications for security vetting of Operators or contractor personnel, the Client will provide details of how to enter vetting information into the vetting process. The agent will so be required to forward notifications received from Operators or their contractors of staff leaving to ensure that access lists are maintained. Checks will be completed annually.
      5. The Agent will maintain accurate Health and Safety information for each site and every installation on site to ensure safe working practices are adopted and upheld.
      6. The Agent will be qualified to assess and undertake the assessment of all Method Statements, Risk Assessments and any Construction Phase Plans as being relevant and completed both accurately and in full. The Agent must reject any site access application that is non-compliant or incomplete. Only applications that have a satisfactory Method Statement, Risk Assessment and/or Construction Phase Plan are to be recommended to the Client for the issue of authority to work. The Agent must accurately maintain records of all Method Statements, Risk Assessments, Construction Phase Plans and authority to work.
      7. The Agent will undertake the periodic random inspection of works at site (minimum 10% of planned activities) and report back to the Client at the quarterly review. Any flagrant breaches of Health and Safety observed by the Agent will cause works to be suspended with immediate effect. The Agent is to report to both the Operator and the Client.
      8. The Agent will arrange the completion of such necessary documentation (including such Method Statements, Risk Statements, Risk Assessments and Construction Phase Plan work permit applications/authorisation required by the Client) prior to the Operators carrying out any works. Organising site access and working arrangements for all purposes in consultation with the contractors, the Client and any other appropriate parties.
      9. The Agent will advise on precautions that may prevent damage to neighbouring locations or sites.
      10. The Agent will be the initial contact with Operators for all site access requests and issues.
   2. **Reports and Meetings**
      1. The Agent will provide detailed quarterly reports as required by the Client.
      2. The Agent will attend quarterly review meetings or such other more regular meetings as are reasonably required.
   3. **Financal & Commercial Management**
      1. The Client will retain responsibility for the invoicing of operators or for other such charges as are implemented by the Agent. The client will also retain responsibility for the management of debt however may call upon the Agent to support efforts to ensure charges are settled in accordance with which ever terms are agreed with the operator.
      2. The Client will retain responsibility for the management and payment of rates and utilities as required.
      3. The Agent will be required to ensure that the Client is kept informed of any changes to agreements, including values, dates and any other terms which need to be adheared to in terms of recovering lease costs from operators. The Agent will furthermore be responsible for providing information to the client regarding amounts due to the Client arising for from the lease (compensation, insurance payments for mast damage etc)
      4. The Agent will be required, upon completion of a new lease to provide the Client with a details Completion Statement showing what the tenant owes on completion. Equally, where the Client is not the superior landlord the Agent will be required to prepare detailed completion statements in accordance with the Clients lease for onward submission.
      5. The Agent will be required to ensure that a detailed record of costs incurred by the Agent as a result of any activities undertaken by the operators, leaseholders etc. so that the Client can confidently seek recovery of said costs where agreements permit.
6. **Management Fees**
   * 1. The fee charged for core management duties shall be calculated as a percentage of the annual rental income as set out in the pricing schedule. As the fee is based on the terrier and therefore adjusts in line with rent reviews (typically RPI-linked under the lease terms), there is no routine annual percentage uplift applied independently.
     2. The fee charged for the delivery of maintenance activities shall be on a fixed fee basis, reviewed annually by CPI or 3%, whichever is lowest.
     3. The core management fee will be paid quarterly on contract start date. The agent will provide to the client a statement for the previous quarter to show the % value against the rental values for the previous quarter for which the client shall, upon agreement, approve an invoice of the same value.
     4. **Other Fees**
     5. Separate charges will be made for other work of a non-recurring nature including:
7. Sales, should the Client instruct the sale of any Site, excluding the lease management associated with the disposal of a building
8. Capital valuations of property.
9. New building work
10. The submission of planning applications
11. The preparation for, conduct of and attendance at cases before arbitrators, tribunals, hearings, courts and panels, planning and rating appeals and enquiries etc.
12. Carrying out insurance valuations
13. Other works complementary with managing the sites
    * 1. The client will provide instruction for any additional works, including remedial activities per section 3.6 in the form of a Purchase Order. Any works carried out without a purchase order being provided are done so at the Agents risk.
      2. The Agent will bill the client for any additional costs in accordance with the pricing schedule for additional activities per section 4.1.7. The agent will provide to the client a statement for the previous quarter to show a breakdown of the calculation of the additional works fees for the previous quarter for which the client shall, upon agreement, approve an invoice of the same value.
    1. **Variations**
    2. At any time during the term of the Contract, the Client may request or recommend Variations to the Service and/or Variations to any other matters covered by the Contract.
    3. The Agent shall not withhold its agreement unreasonably.
    4. Any and all variations to the core terms of the contract must be formally recorded in a Contract Change Notice which the Agent will submit to the client for authorisation, not to be unreasonably withheld.

In the event of a variation the price to be paid under the Contract may also be varied. Such variation in the price shall be calculated by the Agent and shall be such amount as properly and fairly reflects the nature and extent of the variation. Upon acceptance by the Client the reviewed price shall become the sum or sums payable to the Agent.