

**TOWN OF WELLESLEY, MASSACHUSETTS
MUNICIPAL LIGHT PLANT**



Request for Proposal

**ALL PROPOSALS RETURNED TO THE
WELLESLEY MUNICIPAL LIGHT PLANT DIRECTOR'S OFFICE BY
SEPTEMBER 28, 2012
NO LATER THAN 11:00 AM EDT**

**PROPOSAL FOR THE DESIGN, CONSTRUCTION AND OPERATION OF A
DISTRIBUTED ANTENNA SYSTEM ("DAS") FOR THE PURPOSE OF
PROVISIONING WIRELESS COMMUNICATIONS SERVICES WITHIN THE
TOWN OF WELLESLEY, MASSACHUSETTS**

Your participation is invited with regard to the above referenced proposal. In order for your submission to be considered responsive, **one original proposal and one duplicate copy** must be delivered prior to the time and at the place indicated herein. The Town of Wellesley assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same without notice. (It is strongly suggested that documents sent via carriers other than first class mail be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening.) The Wellesley Municipal Light Plant Director, as the awarding authority, reserves the right to accept or reject any or all proposals or waive any informality in the best interest of the Town of Wellesley.

TOWN OF WELLESLEY MUNICIPAL LIGHT PLANT

**NOTICE OF REQUEST FOR PROPOSAL
FOR
DISTRIBUTED ANTENNA SYSTEM (“DAS”)**

The Town of Wellesley Municipal Light Plant (“WMLP”), acting through its Director, is accepting proposals to design, construct and operate a distributed antenna system in a public-private partnership with the Town, for the purpose of provisioning wireless communication services as a neutral host provider within the Town of Wellesley, Massachusetts.

Proposal packages may be obtained from the Office of the Director, Wellesley Municipal Light Plant, 2 Municipal Way, Wellesley, MA 02481 during normal business hours, via email to djoyce@wellesleyma.gov or telephone 781-235-7600, extension 3380. The deadline for the submission of proposals is Friday, September 28, 2012 at 11:00 AM in the office of the Director, Wellesley Municipal Light Plant, 2 Municipal Way, Wellesley, MA 02481.

The Town of Wellesley Municipal Light Plant reserves the right to reject any or all proposals if said action is in the best interests of the Town of Wellesley.

Richard F. Joyce, Director
Municipal Light Plant

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I. ADMINISTRATIVE INFORMATION

1. Purpose

The purpose of this Request for Proposal (RFP) is to invite qualified parties to submit proposals to design, construct and operate a distributed antenna system in a public-private partnership with the WMLP, for the purpose of provisioning wireless communications services as a neutral host provider within the Town of Wellesley, Massachusetts.

2. RFP Availability

This RFP may be obtained from the Office of the Director, WMLP, 2 Municipal Way, Wellesley, MA 02481 during normal business hours, via email to djoyce@wellesleyma.gov or telephone 781-235-7600, extension 3380.

3. RFP Questions and Contact Information

Questions for clarification about this RFP must be sent via email or in writing and directed to the WMLP Contact Person:

Richard F. Joyce, Director
Wellesley Municipal Light Plant
2 Municipal Way
Wellesley, MA 02481
djoyce@wellesleyma.gov
781-235-7600, Extension 3380

4. How to Respond to this RFP

Responses to this solicitation will be in the form described in Section VII of this RFP. To be considered timely, the RFP Contact must receive one (1) complete original hardcopy version, one (1) complete copy version and one (1) complete electronic copy on CD (preferably PDF format) of the proposal to the RFP on or before the Proposal Deadline below:

RFP DEADLINE

Friday, September 28, 2012
11:00 AM EDT

RFP DELIVERY

All proposals must be **delivered** to:
Wellesley Municipal Light Plant
2 Municipal Way
Wellesley, MA 02481
Attention: Richard F. Joyce, Director
djoyce@wellesleyma.gov

5. RFP Procurement Schedule

Tentative Procurement Schedule	
Activity	Dates
RFP release	August 29, 2012
On-site Visit with WMLP Personnel and Questions & Answer Session	September 17, 2012; 9:00 AM- Noon
Proposal Deadline	September 28, 2012; 11:00 AM
Notice of Proposed Short List Selection	October 10, 2012
Vendor Presentation and Meeting	November 13, 2012 (week of)
Notice of Proposed Award	November 30, 2012

II. DESCRIPTION

The WMLP, through its Director, solicits proposals from qualified parties for the design, construction and operation of a distributed antenna system (“DAS”) in a public-private partnership with the town, for the purpose of provisioning wireless communication services within the town. The Town of Wellesley, through its Municipal Light Plant is interested in providing a combination of assets, skills set and resources to facilitate the construction and operation of a DAS in partnership with a qualified neutral host DAS provider (also referred to as “Licensee”). Such assets, skills set and resources offered by the Town of Wellesley and the WMLP include the:

- 1) Ability to provide up to two-thousand (2,000) square feet of space located near the WMLP’s facilities at 2 Municipal Way in Wellesley, to accommodate the DAS hub/carrier hotel location;
- 2) Permitting, construction and maintenance of a WMLP-owned dedicated optical fiber network from the hub location to each of the proposed DAS node locations. The WMLP will purchase, install and own the fiber optic cable and lease eight (8) to sixteen (16) strands/per node to Licensee;
- 3) Availability of WMLP personnel and resources to install the DAS node equipment including the pole top mounted antenna and coax, DAS chassis and hardware, optional battery backup equipment, all electrical wiring from the antenna to the cabinet and fiber termination;
- 4) Assist with the necessary electrical and construction permitting associated with the construction and installation of the DAS nodes and associated hub equipment;
- 5) WMLP will be responsible for ensuring fiber connectivity from DAS hub/carrier hotel location to DAS node equipment at no cost to Licensee.

The WMLP has a long and successful history of constructing, operating and maintaining an extensive optical fiber network throughout the Town and is interested in leveraging their assets, skills set and resources to maximize the value of the public-private partnership with a qualified

neutral host DAS provider. As stated within Item #3 of this section, WMLP will purchase, install and own the fiber optic cable and lease between eight (8) and sixteen (16) strands/per node to Licensee.

The selected party will be granted the opportunity to enter into a non-exclusive DAS Master License Agreement (“MLA”) with the Wellesley Municipal Light Plant to fulfill the terms and conditions of their submitted proposal.

III. GOALS

In seeking to solicit proposals, the Town’s goals in order of importance are to:

- 1) Provide mobile wireless telecommunications reception throughout the Town.
- 2) Maximize the revenue and overall business opportunity while minimizing risk to the Town.
- 3) Match the antenna canister with the circumference and color of the existing utility pole.
- 4) Minimize the use and proliferation of conventional wireless towers, monopoles, roof-top and DAS sites within the Town.

IV. GENERAL TERMS OF DAS MASTER LICENSE AGREEMENT

1. Term of the DAS MLA shall be for ten (10) years, and extended by mutual agreement for up to four consecutive five (5) year terms.
2. The MLA shall include provisions for a Site License Agreement (“SLA”) attachment for each of the DAS node locations installed.
3. Licensee will obtain all necessary, if any, conduit agreements, pole attachment agreements, licenses and permits from the Town by which licensee is permitted to locate the DAS equipment on WMLP solely or jointly-owned utility poles. It should be noted that the WMLP has already installed eight (8) DAS nodes and received approvals from all Town Boards and Committees. It is also worth noting all applicable Boards and Committees have been made aware of the WMLP’s issuance of a DAS RFP and no opposition has been received.
4. Town will grant Licensee a non-exclusive right to enter and exit across, above and below those public rights of way and other public property within the Town of Wellesley for the purpose to construct, install, replace, repair, relocate, maintain and operate cable, antenna and related equipment, including a DAS.
5. Town will make available to Licensee up to two-thousand (2,000) square-feet of contiguous ground space to locate radio and data communications facilities including but not limited to

radio and data communications equipment, overhead or underground utility lines, electrical power and battery equipment and emergency power generators.

6. Town will grant Licensee an exclusive right to use up to sixteen (16) dedicated single-mode optical fibers deployed from the hub location to each DAS node within the Town of Wellesley for the purpose to operating a neutral host DAS.
7. The MLA and/or SLA shall define the amount and manner for which revenues will be generated by the Town with such revenues to include, but not be limited to, recurring DAS node fees, co-location fees, one-time DAS node capital contribution payments, monthly hub ground lease fees, fiber lease fees and annual escalation fees.
8. General Liability and Property Insurance coverage required to be maintained by Licensee in amounts and terms designated by Town.

V. SELECTION CRITERIA

The Town will review each submission and evaluate them based upon the following criteria:

- 1) **Wireless Coverage:** Proposers commitment to ensure all locations within the Town of Wellesley's borders have adequate mobile, wireless telecommunications reception.
- 2) **Financial:** The proposed amount of total revenue (to include recurring, one-time payments and contracted services work) which the Town will receive initially and over the duration of the DAS License Agreement, the associated business risk and overall business worthiness of the proposal, will be factors in the evaluation.
- 3) **Qualifications:** Proposers will be considered based on qualifications including their legal authority, adequate staff resources, relevant experience and existing relationships with the wireless carriers operating in the local marketplace.
- 4) **Town Interests:** The terms and conditions of the proposed partnership, overall benefits, obligations and long-term interests of the Town will be considered in the evaluation.
- 5) **Canister Aesthetics:** The ability to install the DAS antenna and associated equipment that blends in with the existing utility pole.
- 6) **Node locations:** Optimize number of roof-top and DAS locations within Town to expedite community-wide coverage.

VI. PERMITS AND LICENSES

The successful bidder shall be responsible for obtaining any permit, license or approval from government agencies. Reference Section IV, General Terms of DAS Master Agreement, Item 3, to obtain an update on the progress made in this regard.

VII. PROPOSAL FORMAT

Submittals shall include the following:

- 1) Letter of Interest: Proposers shall submit a Letter of Interest signed by a person authorized to contractually bind the party.
- 2) Proposal Summary: Proposers shall summarize their proposal on a single sheet of paper and include it as part of their overall proposal.
- 3) Financial Impact: Proposers should outline the overall current and future financial benefits to the Town and define all associated risks. Proposers shall submit Appendix A – Financial Terms Summary, as part of their submission.
- 4) Qualifications: Proposers should describe their company's organization, financial standing including revenues and profitability, industry, including wireless carrier relationships and relevant experience.
- 5) Town Interests: Proposers should describe proposed relationships with the Town, the overall non-financial benefits to the Town, any obligations or responsibilities required of the Town and a long-term view of the evolution of DAS and its readiness to support LTE-4G technologies any subsequent impact to the Town or the system's wireless subscribers.
- 6) Schedule for the installation and activation of all Wellesley nodes assuming fiber connectivity to all locations on May 1, 2013. As part of this submittal please include a map of anticipated node locations. Maps may be submitted separately and marked "confidential".
- 7) Photograph or other illustration, including any associated narrative that confirms the proposer's ability to seamlessly match the DAS canister with the utility pole.

Appendix A – Financial Terms Summary

The Town of Wellesley Municipal Light Plant is interested in providing a combination of assets, skills set and resources to facilitate the construction and operation of a neutral host DAS in partnership with a qualified party. Such assets, skills set and resources offered by the Town of Wellesley and the Municipal Light Plant include the:

- Availability of up to two-thousand (2,000) square foot of space located near the Municipal Light Plant's facilities at 2 Municipal Way, Wellesley, MA 02481, to accommodate the DAS hub/carrier hotel location.
- Availability of WMLP personnel and resources to assist with the permitting, installation and first line maintenance of the neutral host DAS equipment.
- Permitting, construction and maintenance of a WMLP-owned dedicated optical fiber network from the hub location to each of the proposed DAS node locations. The WMLP will purchase, install and own the fiber optic cable and lease between eight (8) and sixteen (16) strands/per node to Licensee.
- WMLP will be responsible for ensuring fiber connectivity from DAS hub/carrier hotel location to DAS node equipment at no direct capital cost to Licensee.

Business proposals shall define the amount and manner for which revenues will be generated for the Town with such revenues to include but not be limited to recurring DAS node fees, one-time DAS node capital contribution payments, monthly hub ground lease fees and installation and maintenance fees. Such fees shall start at the commencement of the MLA and include provisions for escalating payments in succeeding years.

1. Recurring DAS Node Fee: \$_____ per DAS node antenna location per year for the initial wireless service provider with an annual escalation factor of _____ percent (%). Fee to include fiber connectivity from hub to node.
2. Recurring DAS Node Co-location Fee: \$_____ per DAS node antenna location per year for any co-locators utilizing DAS with an annual escalation factor of _____ percent (%). Fee to include fiber connectivity from hub to node.
3. Recurring DAS Hub Ground Rent: \$_____ per square-foot per year with an annual escalation factor of _____ percent (%).
4. One-time Capital Contribution: \$_____ per DAS node antenna location to offset invested infrastructure capital made by WMLP.

5. DAS Node Installation Services: Hourly rate for labor and equipment of \$_____ per DAS node antenna location to initially install DAS node related equipment including the pole top mounted antenna and coax, DAS chassis and hardware, optional battery backup equipment, all electrical wiring and fiber termination.