



Peabody Municipal Light Plant

Community Owned. Not for profit. It's Ours.

LEGAL NOTICE

The Peabody Municipal Light Plant is asking for proposals on:

DISTRIBUTED ANTENNA SYSTEM (DAS)

Specifications and related documents may be obtained at the Peabody Municipal Light Plant Office, 201 Warren Street Ext., Peabody, Massachusetts or at our website WWW.PMLP.COM.

Proposals will be received at the Peabody Municipal Light Plant Office until 11:00 A.M. on Tuesday, October 25, 2016 at which time they will be publicly opened and read. Proposals must be accompanied by a completed bid proposal form.

The Peabody Municipal Lighting Commission reserves the right to reject any or all Proposals as authorized by law.

PEABODY MUNICIPAL LIGHT PLANT



GLENN TRUEIRA, MANAGER

ADV: The Salem News: 9/12/16
Dodge Reports

BID PACKAGE & SPECIFICATIONS
APPROVED BY:



Division Manager

PEABODY MUNICIPAL LIGHT PLANT
REQUEST FOR PROPOSAL - CONSULTING SERVICE
INSTRUCTIONS TO CONSULTANTS

1. The Peabody Municipal Light Plant (PMLP) will receive proposals for DAS until 11:00 a.m. Tuesday, October 25, 2016, at its General Offices at 201 Warren Street Ext., Peabody, Massachusetts, 01960, at which time the proposals will be publicly opened and read.

2. PROPOSALS --

A. All proposals must be submitted along with the completed Proposal Form provided in these specifications. If additional space is required, it shall be so noted on a supplemental attachment under the consultant's letterhead and entitled "Remarks". This attachment shall become a part of the Proposal Form.

B. The Proposal Form shall be without interlineations, alterations, erasures or changes in phraseology.

C. The Proposal Form shall be enclosed in a sealed envelope, clearly marked on the outside with the consultant's name and address, and the following bold lettering: "**PROPOSAL: DISTRIBUTED ANTENNA SYSTEM**".

One original proposal (containing original signatures of the firm's principal) and three copies of all proposals will be mailed/delivered in a sealed envelope properly marked with the Title of Proposal to:

Peabody Municipal Light Plant
Attention: Glenn Trueira, Manager
201 Warren Street Ext.
Peabody, MA 01960

D. The Proposal Form, Certificate of Non-Collusion, Statement of Tax Compliance, and supplemental sheets identified on same shall constitute and shall hereinafter be termed the "Proposal".

E. The firm submitting a proposal shall assume the responsibility of making a careful examination of the specifications and related documents and all other matters that may affect cost and performance. Consultants will be required, at their own expense, to comply with all statutes, regulations, ordinances and tests which may be applicable.

F. Each firm shall submit with their proposal, evidence of their experience and qualifications to satisfactorily fulfill the specifications and requirements.

G. Each firm submitting a proposal shall notify PMLP, in writing, if they find any discrepancies or omissions from the specifications, or if in doubt as to their meaning. If an explanation is necessary, a reply will be made by an addendum issued to all firms who have received specifications. PMLP will not give verbal answers to any inquiries regarding the meanings of the specifications. All inquiries should be addressed to PMLP, Attention: Glenn Trueira, Manager, 201 Warren Street Ext., Peabody, Massachusetts, 01960.

3. CHANGES IN SPECIFICATIONS --

PMLP may advise all firms who have received specifications, by means of addenda, of any changes in the Specifications during the proposal period. All such changes shall become a part of the Specifications as if originally included therein.

4. SITE INSPECTIONS --

PMLP is not responsible for any inspections, visits, etc., that may be made to any sites or potential sites in connection with this work. The coordination and approval(s) for such inspections, visits, etc., is the responsibility of the firm submitting the proposal.

5. PRICES --

All proposals will be firm lump sum priced. Each proposal shall contain an all inclusive rate per hour to accommodate any additions or deletions to the scope of work.

6. DEFINITIONS --

The names and words Peabody Municipal Light Plant, PMLP, Purchaser, and Owner as used in these documents are synonymous. The names and words, Designer, Architect, Engineer, Firm, Seller, and Consultant as used in these Contract documents are synonymous.

7. TERMS AND CONDITIONS –

The terms and conditions of this contract shall also be in accordance with the attachment entitled "Purchaser's Terms and Conditions."

8. EXECUTION OF CONTRACT --

- A. The successful firm will be notified of the award of the Contract in writing and shall properly and promptly execute a Contract on the PMLP Contract Form, within fifteen (15) days after receiving notification of the Award of the Contract.
- B. The Contract, when executed, shall be deemed to include the entire agreement between the parties. The Consultant shall not claim any modifications resulting from representations made by representatives of PMLP or other persons.

9. RIGHT TO ACCEPT OR REJECT PROPOSALS --

PMLP reserves the right to accept or reject proposals or portions thereof, and to reject all proposals, to waive any formalities in the process, if it is deemed to be in the best interests of PMLP. Proposals received after the public opening date and time will not be accepted.

10. PROFESSIONAL ENGINEER --

Each proposal shall include the name and credentials of a qualified professional engineer registered in the Commonwealth of Massachusetts who is a full time employee of the firm submitting the proposal and who will be responsible for and assigned to this work. The Consulting Firm will not be allowed to remove or substitute the named professional engineer without prior written approval of PMLP.

11. ITEMS CONTAINED IN THE BID PACKAGE --

- Legal Notice
- Instructions to Consultants
- Purchaser's Terms and Conditions
- Purchaser's Specifications
- Proposal Form
- Certificate of Non-Collusion & Statement of Tax Compliance
- Sample Contract

PURCHASER'S TERMS AND CONDITIONS

CONSULTING SERVICES CONTRACT

1. ENTIRE AGREEMENT AND AMENDMENTS

The terms and provisions of the contract, together with the terms and provisions of all documents incorporated herein by reference, constitute the full and entire contract between the purchaser and the seller concerning the matters set forth herein, and no other agreement or understanding of any nature whatsoever has been entered into or will be recognized, nor has the purchaser made any inducements or representations to the seller except as expressly stated in this contract. No modification of this contract shall be binding or have any force or effect on either party, unless reduced to writing and signed by the purchaser and the seller, or the authorized representatives of same. No provision of this contract is intended or shall be construed to be for the benefit of any third party.

2. PERFORMANCE

Time is of the essence in this contract. If the seller shall fail in any respect to prosecute the work with promptness and diligence, the purchaser may cancel this contract in part or in its entirety without liability for the cancelled part(s).

3. PATENTS, TRADEMARKS, COPYRIGHTS

It is mutually understood and agreed that the contract includes all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. If the seller, or its subvendors/subcontractors, is required or desires to use any design, device, material or process covered by letters, patent, trademark, or copyright, the seller indemnifies and holds harmless the purchaser from any and all claims for infringement by reasons of the use of any such patented design, device, material or process to be performed under the contract and shall indemnify the purchaser for any costs, expenses and damages which they may be obligated to pay by reason of such infringement, at any time during the prosecution or after the completion of the work. The purchaser shall give to the seller notification of the source of any such suit or proceeding and shall furnish the seller (at the seller's expense) all needed information, authority and assistance to enable the seller to defend the same. If any material, equipment, or work is in any such suit or proceeding held to constitute infringement or its use is enjoined, the seller, within a reasonable time, shall either secure for the purchaser, at the seller's own expense, the right to continue using said material, equipment or work by suspension of the injunction, by procuring for the purchaser a license, or otherwise, or

shall at the seller's own expense and as the purchaser may elect, replace such material, equipment or work with non-infringing, or remove such infringing material, equipment or work, and refund the sums paid therefore by the purchaser all without injury or damage to any other property of the purchaser.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

The seller shall perform work as an independent contractor.

5. INSPECTION

All material, equipment and/or work to be supplied under this contract is subject to inspection by the purchaser or its representative. The seller shall allow the purchaser or its representative free access to seller's works and provide free access to the works of seller's subvendors/sub-contracts.

6. COMPLIANCE WITH LAW

The seller will comply with all applicable federal, state, and local laws, rules and regulations. Compliance includes, but is not limited to, the occupational safety and health act of 1970, Peabody Municipal Light Plant safety rules & regulations, executive order 11246 (equal opportunity) and guidelines established by the council on wage and price stability, all as amended periodically.

Seller agrees to comply with the provisions of the occupational safety and health act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this contract will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless the Purchaser from all damages assessed against the Purchaser as a result of the seller's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Contract to so comply.

7. ASSIGNMENT AND SUBCONTRACTING

The Seller's obligations authorized under this Contract are not assignable or transferable, and the Seller agrees not to subcontract any of the work authorized hereunder without the prior written approval of the Purchaser. The Purchaser retains the right to approve or disapprove of all subcontractors for such approved work.

8. OWNERSHIP OF PRODUCT

All technical data, evaluations, specifications, reports, studies are the property of the Purchaser and shall be delivered to the Purchaser. The Seller may retain copies thereof for its files and its internal use.

9. TECHNICAL PUBLICATION

Publication or teaching of information directly derived from work performed, or data obtained, in connection with services rendered under this Contract must first be approved in writing by the Purchaser.

10. CONFIDENTIALITY

The Seller shall keep all services carried out hereunder for the Purchaser (described in the Specifications attached hereto) entirely confidential, and not use, publish, or make known without the Purchaser's written approval, any information furnished by the Purchaser for purposes of such services, to any persons other than personnel of the parties of this Contract.

Any public representation regarding the Purchaser shall be made by the Purchaser, and any requests for information made to the Seller by a third party shall be referred to the Purchaser.

11. WAIVER

In the event the Purchaser shall fail to insist on performance of any of the terms or the exercise of any of its rights and privileges, such failure or any breaches, shall not constitute a waiver of such terms, conditions, rights or privileges.

12. CHANGES AND/OR AMENDMENTS

The Purchaser shall have the right, from time to time during the terms of this Contract, by written notice to the Seller, to make changes in or additions to drawings, specifications or instructions for the work covered in the Specifications, including the right to expand, decrease or limit the scope and nature of the work to be undertaken, or redirect work already in progress.

13. WARRANTY

The Seller warrants to the Purchaser that it shall perform the work in accordance with accepted professional standards and shall exercise sufficient care appropriate to such standards to insure the technical correctness or accuracy of the work.

The Purchaser's remedy, should any breach of this warranty occur, shall be that the Seller shall perform, at its own expense, any portion or all of the work which is found to be in breach of the Seller's warranty, in addition to other remedies available to the seller, at law or equity.

14. CUMULATIVE REMEDIES

Every right or remedy herein conferred upon or reserved to the Purchaser shall be cumulative and shall be in addition to every right and remedy now or hereafter existing at

law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election.

15. DELAYS

The Seller expressly agrees to the work schedule provided for in the Contract and such schedule includes allowances for all hindrances and delays incident to the work. No claims shall be made by the Seller for hindrances and/or delays from any cause during the progress of the work except as provided under "SUSPENSION OF WORK" and/or "FORCE MAJEURE".

16. SUSPENSION OF WORK

The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of work will be issued by the Purchaser to the Seller in writing. The time of completion of the work will be extended for a period equal to the time lost by reason of the suspension. No consideration shall be given by the Purchaser to cost increases or loss of anticipated profits, due to suspension or reinstatement of this Contract.

17. FORCE MAJEURE

A delay in, or failure of, performance of either party hereto shall not constitute default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of a governmental authority, affecting to a degree not presently existing, the supply, availability, or use of materials or labor, acts of war, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes whether or not the class or kind of those specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. Should the work be delayed due to Force Majeure, or otherwise delayed due to conditions beyond the control of or without the fault or negligence of either party, the parties to this Contract shall confer to reach an agreement on the alterations of fees and/or other terms and conditions upon which the work shall be continued, or otherwise terminated.

18. ARBITRATION

Arbitration of all questions and issues in dispute under this Contract shall be submitted to Arbitration in accordance with the provisions of the standard Form of Arbitration of the American Arbitration Association, but only in the event that both parties to this Contract so agree to such submission for Arbitration. If both parties fail to agree to submit to Arbitration in the manner prescribed above, or to submit to Arbitration in any mutually acceptable form, all questions and issues in dispute will be submitted to a court of competent jurisdiction of the Commonwealth of

Massachusetts to be tried according to the applicable laws of the Commonwealth of Massachusetts.

Costs of such arbitration will be shared equally by the parties, unless the arbitrator determines that the claim made by one of the parties is without merit, in which event the arbitrator may award costs to the other party.

19. TERMINATION FOR CAUSE

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this contract, or any part thereof, as a result of the Seller's failure to render to the satisfaction of the Purchaser the services required of him under this Contract, including the progress of the work. The Purchaser shall be the sole determinant in all termination for cause issues and no consideration shall be given by the Purchaser to the Seller for any costs, claims, or loss of anticipated profits by the Seller as a result of the suspension postponement, abandonment or termination of this Contract, or any part thereof, by the Purchaser for reason of cause.

20. TERMINATION FOR CONVENIENCE

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this Contract, or any part hereof, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment or termination may come about for the sole convenience of the Purchaser. Upon receipt of written notification from the Purchaser that this Contract, or any part hereof, is to be terminated, the Seller shall immediately cease operations of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Contract that may be in his possession or custody, and shall transmit the same to the Purchaser on or before the fifteenth day following the receipt of the above-written notice of termination, together with his evaluation of the cost of the work performed. The Seller shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice. The Purchaser shall determine the amount of acceptable work performed by the Seller under this Contract. The Purchaser's evaluation shall be used as a basis to determine the amount of compensation due him for this work, provided it shall be made in good faith and supported by substantial evidence.

In determining the value of the work performed by the Seller prior to termination, no consideration will be given to profit which the Seller might have reasonably expected to make on the in completed portion of the work.

21. INSURANCE

The Seller shall, at its own expense, maintain in effect at all times during the performance of the work, insurance coverages with limits not less than those set forth below with insurers and forms of policy satisfactory to the Purchaser.

The Seller shall deliver to the Purchaser no later than ten (10) days after contract date or prior to commencing work, whichever is sooner, Certificates of Insurance, identified on their face by Contract number and work description as evidence that policies providing such coverage and that limits of insurance are in full force and effect. Such certificates shall name PMLP as additional insured. The Seller shall provide that at least sixty (60) days' advance written notice will be given the Purchaser prior to cancellation, termination, or material alteration of said policies of insurance.

COVERAGE	MINIMUM LIMITS
1. Workers Compensation	Statutory requirements of the Commonwealth of Massachusetts
2. Employer's Liability	To extent included under Workers Compensation insurance policy with a minimum limit of \$100,000
3. *Comprehensive General Liability:	
a. Bodily Injury	-\$1,000,000 each occurrence
b. Property Damage	-\$1,000,000 each occurrence \$1,000,000 single limit is acceptable
	*Products liability and completed operations included.
4. Comprehensive Automobile Liability (owned, hired, and non-owned)	
a. Bodily Injury	-\$ 500,000 each person -\$1,000,000 each occurrence
b. Property Damage	-\$ 50,000 each occurrence

22. INDEMNIFICATION

The Seller shall defend, indemnify and hold the Purchaser, and its employees free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof, including attorney's fees) of every kind and character arising on account of bodily injuries, death, damage to property in any way occurring incident to, arising out of or in connection with work performed or to be performed by the Seller hereunder or occurring incident to, arising out of or in connection with the presence of employees of the Seller or any of the Seller's subcontractors on the work premises, due to the negligence or willful misconduct of the Seller.

23. LAW OF CONTRACT - JURISDICTION

The Contract shall be construed under and shall be governed by the Laws of the Commonwealth of Massachusetts, and in case of controversy not otherwise settled shall be submitted to the exclusive jurisdiction of the Massachusetts Courts.

24. AUDIT

The Seller shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting practices. Should a dispute arise between the Purchaser and Seller regarding reimbursable amounts and/or credits, the Seller shall grant the Purchaser permission to audit such records and books of account.

25. TAXES

The Seller shall pay all applicable state and local sales and use taxes on sales to, or used by, the Seller of tangible property and services employed by the Seller in the performance of the Order. The Seller shall identify all costs in connection therewith. The Purchaser is an organization exempt from the payment of such state and local taxes of tangible property and services, and will not reimburse the Seller for such taxes paid.

26. COMPLETION OF CONTRACT

This Contract will not be considered complete until all specifications and Contract requirements have been satisfied. These requirements also include the Purchaser's acceptance of all documentation, drawings, manuals, etc. Final payment shall not be construed to relieve the Seller of any of its obligations under this Contract.

27. NOTICE

The Purchaser agrees to give the Seller immediate notice of any and all claims for which the Seller may be liable, and the Seller agrees to give the Purchaser immediate notice of any and all claims for which the Purchaser may be liable. All claims hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, registered mail, postage paid.

A. IF TO THE SELLER, ADDRESS

B. IF TO THE PURCHASER, AT PEABODY MUNICIPAL LIGHT PLANT, 201 WARREN STREET, PEABODY, MASSACHUSETTS, 01960.

28. PROFESSIONAL SERVICES

The Seller warrants that it has available to it competent legal, accounting, and insurance counseling services necessary for the project.

Peabody Municipal Light Plant - Request for Proposal

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

RFP Issued: Friday, September 9, 2016

Proposals Due: Tuesday, October 25, 2016

OVERVIEW

The Peabody Municipal Light Plant ("PMLP") is currently soliciting proposals to design, construct and operate a distributed antenna system ("DAS") in a public-private partnership with the PMLP, for the purpose of provisioning wireless communication services within the City of Peabody, Massachusetts. The City recognizes there is inconsistent service from a number of service providers within the City, and is seeking a creative public/private partnership solution for increasing current service offerings and for dealing with capacity issues throughout most areas of the City. This RFP is designed to allow each Proposer the flexibility to design and implement what each believes is the best solution.

It is the PMLP's preference to partner with a neutral host provider; however wireless carriers are free to submit a proposal for consideration.

The PMLP is interested in providing a combination of assets, skill sets, and resources to facilitate the construction and operation of a DAS in partnership with a qualified DAS provider ("Licensee"). These assets, skill sets, and resources include the following:

1. Ability to provide up to 3,000 square feet of physical space within the City to accommodate the DAS hub location.
2. Permitting, construction, and maintenance of a PMLP-owned dedicated optical fiber network from the hub location to each of the proposed DAS node locations. The PMLP will purchase, install, own, and maintain the fiber optic cable and lease up to 16 strands per node to licensee.
3. Availability of PMLP personnel and resources to install the DAS node equipment, including pole top mounted antennas and coax, DAS hardware, optional battery backup equipment, and all electrical wiring from the antenna to the cabinet and fiber termination.
4. Ability to assist with the necessary permitting associated with the construction and installation of the DAS nodes and associated hub equipment.
5. PMLP will maintain the fiber optic system and will be responsible for ensuring fiber connectivity from DAS hub to DAS node equipment at no cost to Licensee.

The PMLP has a long history of providing reliable power to its customers for over 125 years. PMLP would like to extend that reliability into a construction and operation of a new optical fiber network that will meet PMLP's needs, City of Peabody needs, and the needs of the Licensee's network.

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

It is a goal of the City of Peabody and the PMLP to provide adequate wireless telecommunication coverage, as determined by the wireless carriers, throughout the City. The City is committed to this project and will work diligently to mitigate issues that may stand in the way of wireless deployment as

part of this project. The City and the PMLP believes that the installation of a DAS system is the most efficient way to ensure that the required improvements in coverage can be achieved, while also allowing expansion for future growth of coverage needs.

RFP PROCUREMENT SCHEDULE

PMLP will use the following schedule for this RFP. Any questions received by PMLP will be answered as an addendum to this RFP and distributed to all bidders.

Procurement Schedule	
Activity	Date
RFP Release	September 9, 2016
Deadline for Final Questions	September 30, 2016
Final Questions Answered by PMLP	October 7, 2016
Bid Opening	October 25, 2016

GOALS

In seeking to solicit proposals, the PMLP's goals are the following, in no particular order:

1. To provide adequate wireless telecommunication coverage, as determined by the wireless carriers, throughout the City.
2. Maximize the revenue and overall business opportunity for PMLP assets while minimizing risk to the PMLP and the City.
3. Endeavor to eliminate the use and proliferation of conventional wireless towers and monopoles within the City.
4. To choose a DAS installation that aesthetically blends in with other utility equipment on each pole as much as possible.

DAS MASTER LICENSE AGREEMENT ("MLA")

1. The term for 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 City by which licensee is permitted to locate the DAS equipment on PMLP solely or jointly-owned utility poles. Peabody City Council has been made aware of this project and has voiced no opposition to it.
4. Licensee will negotiate and obtain a pole attachment agreement with Verizon, who is a co-owner on many of the poles in Peabody.
5. The City 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 City of Peabody for the purpose to construct, install, replace, repair, relocate, maintain and operate cable, antenna, and related equipment.
6. PMLP will make available to Licensee up to 3,000 square feet of physical 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.
7. PMLP 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 City of Peabody for the purpose of operating a neutral host DAS.
8. The MLA and/or SLA shall define the amount and manner for which revenues will be generated by PMLP 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.
9. Maintenance of equipment of nodes and the hub will remain responsibility of Licensee. PMLP will provide assistance if required in maintenance efforts.
10. Licensee will assist PMLP with community outreach efforts and will try to accommodate PMLP customers, especially the abutters to DAS antenna locations, when siting these locations.
11. General Liability and Property Insurance coverage will be maintained by Licensee in amounts and terms designated by PMLP.

SELECTION CRITERIA

PMLP will review each submission and evaluate them based upon the following criteria, in no particular order:

1. **Wireless Coverage:** Demonstration of Proposer's commitment to ensure all areas of the City have access to adequate mobile wireless communication services, with a minimum threshold of -85 dBm RSRP over major roadways.
2. **Financial:** The proposed amount of total revenue (including recurring, one-time payments and contracted services work) which PMLP will receive initially and over the duration of the DAS MLA. The associated business risk and overall business worthiness of the proposal will also be factors in the evaluation.
3. **Experience and qualifications:** Proposers will be considered based on qualifications including their legal authority, staff resources, and existing relationships with the wireless carriers operating in the local marketplace. Relevant experience in similar partnerships with other municipal utilities will be considered as well.
4. **Aesthetics:** The ability to install the DAS antenna and associated equipment that blends in with the existing utility pole. This includes the ability to blend in with utility equipment in historic districts if DAS equipment in those areas is required.
5. **City Interests:** The terms and conditions of the proposed partnership, overall benefits, obligations and long-term interests of the City will be considered in the evaluation.
6. **Flexibility:** Proposers shall be receptive to PMLP and City suggestions and recommendations, especially to DAS node abutters.
7. **Implementation:** Proposers will be considered based on suggested implementation timeline, including service provider activation.

PROPOSAL FORMAT

Submittals shall include the following elements as detailed in the list below.

1. **Letter of Interest:** Proposers shall submit a Letter of Interest signed by a person authorized to contractually bind the Proposer. This letter shall include the Proposer's name, address, and contact information (name, mailing address, email address, fax number, and telephone number of contact person).

2. Proposal: Proposers shall describe in detail how they will accomplish the objectives detailed in this RFP. This should include maps showing proposed DAS node locations and resulting improvement to wireless coverage in those areas of the City. The PMLP will make the final determination on specific pole locations for DAS equipment, and will retain the right to relocate nodes as needed.
3. Financial Impact: Proposers should outline the overall current and future financial benefits to PMLP and define all associated risks. Proposers shall also complete and submit Financial Terms Summary as part of their submission.
4. Qualifications: Proposers should describe their company's organization, financial standing, industry and service provider relationships. This should include resumes for key personnel who will be involved in this project.
5. Capability of Existing System: Proposers should include the locations and capabilities of any existing assets within the City or providing coverage to the City, if any.
6. History of Similar Projects: Proposers shall include experience and examples of similar projects they have worked on, along with relevant experience. Bidders will provide the contact information for three (3) references of customers where bidder has recently installed similar equipment.
7. City Interests: Proposers should describe proposed relationships with the PMLP, the overall non-financial benefits to the City and PMLP, any obligations required of the City and PMLP, along with a long-term view of the evolution of DAS and its readiness to support next generation communication infrastructure (5G, streaming video, etc).
8. Schedule: The proposers should include a proposed schedule detailing the major steps leading to implementation of this project, including, when installation of DAS equipment would begin and when the system would be activated.
9. Photographs or other illustrations, including any associated narrative that confirms the proposer's ability to seamlessly match the DAS equipment to the utility pole.

FINANCIAL TERMS SUMMARY / PROPOSAL FORM

Business proposals shall define the amount and manner for which revenues will be generated for PMLP, 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 subsequent years. **Quoted amounts below shall remain firm for up to 90 days.**

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 using 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 PMLP.

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 hardware, optional battery backup equipment, and all electrical wiring and fiber terminations.

6. The above proposal is in complete compliance with PMLP's Technical Specifications:

YES NO

7. The above proposal is in complete compliance with PMLP's Terms and Conditions:

YES NO

NAME OF FIRM _____ TELEPHONE _____

ADDRESS _____

SIGNATURE _____

TITLE _____

DATE _____



CERTIFICATE OF NON-COLLUSION

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTES AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. The undersigned certifies under penalties of perjury, that this accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the Commonwealth of Massachusetts or United States Law. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Note: No premiums, rebates or gratuities to any employee are permitted with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the master bidders list.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Date:	

TAX COMPLIANCE CERTIFICATION

Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Duly Authorized Signature:	
Date:	
Social Security # or FID #:	

SAMPLE

C O N T R A C T

AGREEMENT made this «DATE», by and between the Peabody Municipal Light Plant, a business duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business in Peabody, Massachusetts 01960, hereinafter referred to as "PMLP", and «CONSULTANT», having a usual place of business at «ADDRESS», hereinafter referred to as «NAME».

WITNESSETH THAT:

WHEREAS, "«NAME»" has offered to provide «CONSULTINGSERVICE» including procedures necessary to express an opinion and comments thereon;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. «NAME» shall perform the «CONSULTINGSERVICE» as described in the documents herein referenced for the total fee and expenses of «COST».
2. «NAME» shall not assign or transfer this Contract or any part thereof or any sum due or to become due hereunder without the written consent of the PMLP.
3. This AGREEMENT together with the Instructions to Bidders, Purchaser's Terms and Conditions, PMLP Specifications, and Vendor's Proposal, hereto attached, form this Contract and are as fully a part of this Contract as if herein repeated.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as the day and year first above written.

«TITLE»

PEABODY MUNICIPAL LIGHT PLANT

BY _____
(NAME)

BY _____
Glenn R. Trueira

(TITLE)

(DATE)