



Request for Proposals

NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

CASPER EVENTS CENTER

September 18, 2018

Proposals Due: 8 a.m. October 8, 2018

City of Casper, Wyoming
200 North David Street, Casper, Wyoming 82601

CITY OF CASPER, WYOMING
REQUEST FOR PROPOSALS
for the
NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM
CASPER EVENTS CENTER

The City of Casper, Wyoming, a Wyoming municipal corporation, requests Proposals from commercial wireless carriers interested in constructing, installing, operating and maintaining a neutral host distributed antenna system (“DAS”) at the Casper Events Center. The Casper Events Center is located at 1 Events Drive, Casper, Wyoming 82601-1380. The contract with the selected firm will commence on or about December 1, 2018.

Proposals shall be submitted, in accordance with instructions in the RFP, to the City of Casper, Wyoming, Attention: Tim Cortez, 200 N David St., Wyoming 82601, not later than 8 a.m. October 8, 2018. A conference will be held with each interested party as needed prior to the submission of proposals.

The Request for Proposals will be available on and after September 25, 2018, on the City’s website www.casperwy.gov or by emailing tcortez@casperwy.gov

Tim Cortez, Parks and Recreation Director
CITY OF CASPER

Publish: September 25, 2018
October 2, 2018

CITY OF CASPER, WYOMING

REQUEST FOR PROPOSAL

NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM CASPER

EVENTS CENTER

The **CITY OF CASPER, Wyoming** (hereinafter the "City"), a **Wyoming municipal corporation**, requests sealed Proposals from commercial cellular carriers (hereinafter "Offeror") interested in constructing, installing, operating and maintaining a Neutral Host Distributed Antenna system ("DAS") at the Casper Events Center. The contract with the selected firm (hereinafter, "the "Contractor") will commence on or about December 1, 2018.

Please note that the scope of service for this DAS systems proposal relates solely to the Casper Events Center located at 1 Events Drive, Casper, Wyoming 82601-1380.

SECTION 1- INTRODUCTION AND DEFINITIONS

1.1. In accordance with this Request for Proposals ("RFP"), including all documents bound herewith, the City hereby invites Proposals for the contract identified above.

1.2. The instructions contained in this RFP are intended to assist firms in the preparation of their Proposals, to call attention to various legal requirements and to set forth certain conditions upon which offers are submitted and received.

1.3. Certain provisions of applicable statutes are summarized in this Request for Proposals. Whenever these instructions or any other documents may be contained in the RFP set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries in any material particular, and shall in no respect supersede, expand or limit rights or duties of the City or Offerors in matters governed by statute.

1.4. The following definitions shall apply in these instructions and in the other documents contained in this RFP:

(1) The terms "Request for Proposals" and "RFP" shall include the Public Notice, this document entitled Request for Proposals, the Contractor's Proposal Form, the Affidavit of Corporate Vote, the City-Contractor Agreement, any other documents bound herewith, any documents specifically incorporated into any of the foregoing documents by reference, and all Addenda issued prior to the opening of Proposals.

(2) The terms "Addenda" and "Addendum" shall mean written documents and/or drawings issued by the City prior to opening of Proposals which supplement, modify, correct, explain or interpret any other document contained in this RFP.

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(3) "Distributed Antenna System" or "DAS" shall mean a neutral host system and all necessary labor, equipment, installation and maintenance and utility costs used for a wireless infrastructure for the Events Center.

(4) "Contractor" shall mean the commercial carrier designated in the Contract as the "Distributed Antenna System Contractor" and its, his, or their employees, agents, sub-contractors, sub-licensees and legal representatives.

(5) "Events Center" shall mean the Casper Events Center located at 1 Events Drive, Casper, Wyoming 82601-1380.

(6) "Performance Bond" shall mean the bond provided by the Contractor to guarantee the successful performance of the Contract Agreement.

(7) "Base System" shall mean a DAS solution that supports the existing cellular carriers and multiple future cellular carriers.

(8) "Open Architecture" A quality of the design that allows for key components of the DAS to be bid by more than one vendor. The net effect of an open architecture is a flexible system that can easily expand and maintained, to allow for competitive pricing to reduce the total cost of ownership over the life of the DAS.

All definitions set forth in other documents in this RFP as therein defined are applicable to these instructions and to the other RFP documents.

SECTION 2 - AVAILABILITY OF CONTRACT DOCUMENTS

2.1. Each Offeror may obtain one (1) set of the Request for Proposals. Additional sets may be obtained at cost of reproduction.

2.2. The City in making copies of the RFP available does so only for the purpose of obtaining Proposals on the work of the contract and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

SECTION 3 - EXAMINATION OF REQUEST FOR PROPOSALS; PRE-BID-CONFERENCE

3.1. Before submitting a Proposal, each Offeror must thoroughly examine the RFP and familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the contract. Failure of an Offeror to acquaint himself with the RFP shall in no way relieve the Offeror from any obligation with respect to his Proposal.

3.2. Each Offeror shall promptly notify the City of any ambiguity, inconsistency or error he may discover upon examination of the RFP. The submission of a Proposal will constitute a representation by the Offeror that he has complied with every requirement of this Section 3 and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the contract.

3.3. Pre-Bid Briefing Session. Each Offeror is responsible for thoroughly examining the site and acquainting himself with local conditions that may in any manner affect cost or performance of the contract. Failure of an Offeror to visit the sites or attend the pre-bid conference shall in no way relieve the Offeror from any obligation with respect to his offer. Please contact Tim Cortez for a pre-bid briefing.

3.4 The City may in its sole discretion and at any time cancel this RFP process if it determines it is its interest to do so, without any obligation whatsoever to any Offeror.

SECTION 4 - ADDENDA AND INTERPRETATION OF REQUEST FOR PROPOSALS

4.1. Requests for Interpretation of RFP. All questions and requests for clarifications or interpretations of the meaning of the RFP shall be in writing, addressed to Attention: Tim Cortez, City of Casper, 200 N David St, Casper, WY 82601.

4.2. Addenda to the RFP. Clarifications or interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written Addenda prior to the date fixed for opening of Proposals. Addenda will be sent by email, to all parties who, according to the City's records, have been issued this RFP. Each Offeror shall be responsible for determining that he has received all Addenda issued, and failure of any Offeror to receive any such Addendum shall not relieve such Offeror from any obligation under his Proposal as submitted.

4.3. All Addenda issued shall become part of the RFP.

4.4. Oral clarifications or interpretations will be of no effect. The City will not be responsible for, and an Offeror may not rely upon or use as the basis of a claim against the City or a consultant of the City, any information, explanation or interpretation of the RFP rendered in any fashion except as herein provided.

4.5. Any Offeror that contacts directly or indirectly any Member or employee of the City in connection with the selection process or the contract contemplated herein, other than to ask questions at the pre-bid conference or to submit written questions or requests for clarification as prescribed in this section, is subject to disqualification. This section does not apply to any conversations that may have occurred between any Offeror any Member of employee of the City before this RFP was issued.

SECTION 5- SCOPE OF SERVICES

5.1. The selected Contractor will construct, install, operate and maintain a protocol-neutral solution to support RF-based telecommunications applications to a multi-tenant distributed antenna system and connect to the Events Center. The selected Contractor shall provide wireless voice and data telecommunications service providers and/or other users with access to the DAS for receiving and transmitting radio frequency signals to portable wireless devices used by the City, exhibitors and customer at the Events Center.

5.2. The selected contractor shall be responsible for all DAS operations including all spectrums that cellular carriers are currently authorized by the FCC to implement, as well as spectrum that will likely be implemented for cellular service in the near future, the negotiation of multiple carrier agreements, carrier installation and access supervision, DAS monitoring and maintenance and radio frequency interference management. This contract will be awarded for a term of ten (10) years with an option to renew for a consecutive ten (10) year term at the sole election of the City.

SECTION 6 - SALES TAX; WAGE RATES

6.1. The City represents that it is exempt from Federal excise, State, and local.

SECTION 7 - PREPARATION AND SUBMISSION OF PROPOSALS

7.1. The Proposal shall state the legal name of the Offeror and shall be signed in ink by a person or persons legally authorized to bind the Offeror to a contract. The name and title of the person or persons signing the Proposal shall be typed or printed below the signatures.

7.2. One (1) original of each Proposal shall be submitted to Tim Cortez, City of Casper, 200 N David St, Casper, WY 82601, not later than 10:00 a.m. on the date set forth on the cover page of this RFP. Proposals should be submitted in a sealed opaque envelope bearing on the outside the name of the Offeror, its address, the word "Proposal", and the name of the contract identified above. If forwarded by mail, the sealed Proposal marked as described above shall be enclosed in another envelope with the notation "**DAS SYSTEMS PROPOSAL ENCLOSED**" on the face and addressed as indicated herein.

SECTION 8 - RECEIPT OF PROPOSALS

8.1. All Offerors are cautioned to allow ample time for transmittal of Proposals. Offerors are solely responsible for delivery to, and receipt by, the City. Proposals received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed Proposals, regardless of postmark.

8.2. Any Proposal may be withdrawn by the Offeror or his duly authorized representative by written notice received by the City at the address for receipt of Proposals specified in this Request for Proposals before the time scheduled for the opening of such Proposals or authorized postponement thereof. No Proposal may be withdrawn for thirty (30) days after the opening of Proposals. No telephone or facsimile Proposal, change in Proposal, or withdrawal of Proposal will be received or recognized. A Proposal may be amended or modified only by withdrawing the Proposal and resubmitting another Proposal before the time for opening Proposals.

8.3. Proposals will not be read publicly, but a register will be maintained of those firms submitting timely Proposals. The register of Proposals will be open to public inspection.

8.4 Schedule. The City expects to follow the schedule set forth below for the selection process. The schedule is subject to change.

RFP Packages to Offerors.....	September 24, 2018
Pre-bid meeting with Offerors.....	September 28, 2018
Proposals due.....	October 8, 2018
Review and selection of Contractor(s).....	October 19, 2018
Negotiation/letter of intent to contract.....	October 24, 2018

SECTION 9- EVALUATION AND REJECTION OF PROPOSALS

9.1. The City reserves the right in its sole discretion to reject any or all Proposals if it is in its interest to do so.

9.2 The City may reject any Proposal which is not prepared and submitted in accordance with all requirements of the RFP, or which contains alterations, contingencies, additions not called for, errors or irregularities of any kind; but, the City reserves the right to waive any and all informalities or minor irregularities. Matters as to substance shall not be waived.

9.3. Subject to the foregoing, if the Proposal Form, or any other document or any applicable law requires submission of certain information or other items as a part of or to accompany Proposals and any Offeror neglects to furnish such information or other items with its Proposal, the City may reject the Proposal or deem such Proposal as incomplete; but, the City reserves the right to deem any such omission as an informality for which such Proposal will not be rejected, and to subsequently receive such information or other items prior to award of the contract.

9.4. Based on its evaluation, the City may select those proposals determined by the City to have a reasonable chance of being chosen for award of the contract (the "Competitive Group"). Offerors whose proposals are determined not to be in the Competitive Group will be so notified and will be eliminated from consideration for award of a contract. An Offeror may be eliminated from the Competitive Group at any time if the City determines that such Offeror does not have a reasonable chance of being selected for award of the contract.

9.4.1. The City may proceed to award the contract in accordance with Section 10 below, or the City may conduct discussions with the Offerors in the Competitive Group. If the City elects to conduct discussions, it will conduct discussions with all Offerors then remaining in the Competitive Group. The purpose of the discussions will be to clarify and assure understanding of the requirements of the RFP and the contract, advise the Offeror of deficiencies or uncertainties in its proposal so that the Offeror may improve any aspects of the proposal, discuss cost and fee information, and discuss other matters relevant to each proposal. No statements made or actions taken by any representative of the City during such discussions shall be binding on the City. If requested by the City, some or all of the Key Personnel identified in the Offeror's proposal will be required to participate in the discussions or to be available for an interview with City representatives.

9.4.2. After the discussions, if any, the City may, but shall not be required to, consider modifications to the form of contract. Any modifications accepted by the City will be issued to all Offerors then remaining in the Competitive Group by addendum. The City may also, but shall not be required to, permit Offerors to amend portions of their proposals, or invite Offerors to submit revised proposals ("Final Proposals"). If the City permits any Offeror to amend its proposal or submit a Final Proposal, it shall invite all Offerors with whom discussions have been held to amend their proposals or submit Final Proposals. The City reserves the right to require that Final Proposals shall constitute unconditional offers.

9.4.3. Following receipt of any permitted amendments to the proposals or Final Proposals, the City shall complete its evaluation of each Final Proposal according to the evaluation criteria set forth herein, and award a contract based on the City's determination of which proposal is most advantageous to the City.

SECTION 10 - CONTENT OF PROPOSALS; SELECTION CRITERIA

10.1. Each Offeror must submit the following documents, as part of its Proposal, in conformity with the procedures set forth in Section 9 above. The completed documents must be printed on 8 1/2"x11" paper for submission to the City. Electronic submission will not be accepted. The City reserves the right to continue reviewing and evaluating the RFPs after the opening of Proposals. In the event the City determines that an Offeror does not meet such standards as set forth in the RFP, any such Offeror shall be notified by the City.

10.2. The Offeror shall be required to provide the following:

- (a) Qualification Statements. Minimum Requirements. Qualifications Statements shall contain:
 - (i) Office. Address, staffing level, and hours of operation of the office that will administer this contract.
 - (ii) Business History. A description of the business organization, date of organization, and number of years in the business of providing services within the scope of this engagement. If the distributed antenna system services are provided by a division or other unit within the organization (whether or not a distinct legal entity), provide the history of this unit.
- (b) Comparable Client/Service Experience. The successful Offeror must demonstrate significant and profitable business experience as a commercial carrier and DAS systems operator (including installation, operations and maintenance) with at least three (3) continuous years of business experience preceding the proposal submission date, comparable to the systems proposed by this RFP, in one or more large scale facilities including; public assembly, convention or exhibition center(s), arenas, stadiums, malls, hotels, etc.
- (b) References. List, for each comparable client identified under this section, the name, title, address, and telephone number of the individual employed by such client having the principal responsibility for the engagement.

10.3. Offerors which meet all of the submission requirements set forth in Sections 10.1 through 10.3 will be deemed qualified and will be evaluated by the City's Selection Committee (the "Selection Committee") on the basis of best overall value to the City.

- A. Work Plan. Minimum requirements. Offerors shall submit a detailed and explicit work plan with a narrative which clearly states in sufficient detail how the Offeror will provide the DAS system's scope of services, including, but not limited to:
 - (i) Project Schedule
 - (ii) Project Budget
 - (iii) Project Components
 - (a) Power requirements for the head-end facility
 - (b) Environmental requirements for the head-end facility
 - (c) Square footage requirements for the head-end facility
 - (d) Space requirements for equipment installed outside of the head-end facility
 - (e) Power requirements for equipment installed outside of the head-end facility
 - (f) Microsoft Project schedule for the installation of the proposed system
 - (g) Proposed carriers
 - (h) Equipment and manufacturers' lists for proposed system
 - (i) Proposed cable, wire and fiber-optic specifications
 - (j) Utility (electricity) and air conditioner
 - (k) Access 24/7 for repair and maintenance
 - (iii) Operational Plan Narrative
 - (iv) Maintenance plan, including any and all costs associated with the operations of the DAS systems.

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(v) Completion of the work described in *Exhibit A, Scope of work for the Neutral Host Distributed Antenna System*, which is attached and hereby made a part of this RFP.

B. Management Team. *Minimum requirements.*

(i) The Offeror's proposed Manager, must have not less than five (5) years of experience in managing and performing engagements of similar complexity, size and scope. Other key personnel shall each have not less than three (3) years of experience in providing DAS services of similar complexity, size and scope in their respective fields. The City will consider those whose key personnel have extensive experience in successfully completing services related most closely similar in complexity, size, duration, and scope of this engagement.

(ii) Management qualifications, including in public assembly buildings (e.g., public assembly, convention or exhibition centers, arenas, stadiums, malls, facilities or similar facilities) and the backgrounds of senior management staff proposed for the contract. Include the Offeror's organizational chart, and total number of employees and staffing plan, categorized by title and responsibilities and information on each individual to be assigned to this contract. The statement must include:

1. full name and address
2. title
3. years of experience
4. areas of responsibility as it relates to the RFP
5. division the person currently works for, and experience directly related to each segment of the scope of services contained herein.

(iii) Subcontractors.

Each Offeror shall submit a qualifications and experience statement for all subcontractors, if any, that would be used for any portion of the scope of services, including:

1. name and address of subcontractor, vendor, or consultant
2. resume or biography of the owner
3. resume or biography of key employees who would work on the contract
4. list of major clients
5. areas of expertise with specific portion of the work to be performed under the contract

(iv) Experience in using services of referenced subcontractor(s), sub-licensee(s), vendor(s) or consultant(s).

(v) Contractor's qualification statement, including a written statement attesting that the firm(s) will provide all required services and fees to the City if selected for this Contract.

C. Financial Stability. *Minimum requirements.*

(i) Offeror's are required to submit financial information sufficient to demonstrate to the reasonable satisfaction of the City that the Offeror has the financial stability to complete the Contract.

D. References. The City may contact some or all references provided by the Offerors and may contact other representatives of clients of the Offerors, or other clients, whether or not the Offeror has

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identified them as references. The Offeror shall consider if the references provided by the Offeror give positive recommendations regarding the Offerors' (i) compliance with the terms of the Offeror's contractual obligations; (ii) responsiveness to specific service needs and quality-of-service issues communicated by the client, including satisfaction of equipment and products, ability to meet supply and demand and (iii) demonstrated capacity to recruit and retain personnel meeting the client's service needs.

- E. Competing Commitments. If the City in its sole discretion determines that an ongoing or pending engagement(s) of the Offeror's or a subconsultant(s) may pose an actual or possible conflict of interest, the City reserves the right to disqualify such Offeror unless the affected Offeror or subconsultant(s) agrees to terminate such other engagement(s) or to take other actions acceptable to the City to avoid or eliminate such conflict or possible conflict of interest.

SECTION - 11 SELECTION OF FINALISTS: AWARD OF CONTRACT

11.1. The City's Selection Committee may require any Offeror to appear for an interview before the Selection Committee. If the Selection Committee requires an interview, the Selection Committee may interview (a) all Offerors; (b) those Offerors which the Selection Committee finds meet the minimum requirements as stated in this RFP; or (c) those Offerors (semifinalists) which the Selection Committee determines appear most likely to be selected as finalists. Offerors selected to appear for an interview will be notified in writing, by mail, facsimile transaction, or otherwise, of the time, place, duration and format of the interview.

11.2. Proposals submitted in accordance with the requirements of this RFP and not rejected by the City for non-compliance with Section 10 above will be delivered to the City's Selection Committee. The Selection Committee will evaluate the Proposals submitted in accordance with the provisions of the RFP. In evaluating each Proposal, the Selection Committee shall assign a rating of HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, NOT ADVANTAGEOUS, or UNACCEPTABLE for each criterion. A rating of ADVANTAGEOUS will be given when a Proposal meets the standards set forth for that criterion. A rating of UNACCEPTABLE will be assigned to a Proposal which fails to meet the standards and which cannot be accepted without revisions to a Proposal. The Selection Committee may, but is not required to, identify any revisions necessary to change a rating on a criterion from UNACCEPTABLE or NOT ADVANTAGEOUS to ADVANTAGEOUS and may specify such changes in writing. The award of the Contract to any Offeror whose Proposal was rated UNACCEPTABLE with respect to one or more criteria will be conditioned on the negotiation of the revisions stated by the Selection Committee. A rating of HIGHLY ADVANTAGEOUS or NOT ADVANTAGEOUS will be assigned only on criteria which this RFP specifically notes may receive these ratings. A Proposal will not be rated higher than ADVANTAGEOUS for offering features in addition to those requested in the RFP or for exceeding the standards specified in the evaluation criteria.

11.3. Each responsive Proposal will be assigned a composite rating of HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, NOT ADVANTAGEOUS, or UNACCEPTABLE. Unless a Proposal has received a rating of HIGHLY ADVANTAGEOUS on a criterion, it may not be assigned a composite rating of HIGHLY ADVANTAGEOUS. If a Proposal has received a rating of NOT ADVANTAGEOUS on one or more criteria, it may be assigned a composite rating of NOT ADVANTAGEOUS. If a Proposal has received a rating of UNACCEPTABLE on one or more criteria, it shall be assigned a rating on UNACCEPTABLE.

11.4. The contract will be awarded based on the City's determination of the most advantageous Proposal from a responsible and responsive Offeror, taking into consideration the evaluation criteria set forth herein. The City reserves the right to negotiate a change in any element of contract performance or cost identified in the Request for Proposals or the selected Offeror's response which results in a better system or a more cost effective or better value than was presented in the selected Offeror's original response.

11.5. The selection criteria on which ratings will be assigned are the following

- (a) Compliance with all of Criteria set forth in Section 10. Proposals which affirmatively demonstrate that they meet all of the Criteria in Section 10 will be rated ADVANTAGEOUS. Proposals which

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fail to meet any of the Specifications will be rated UNACCEPTABLE. Pursuant to Section 10, above, a Proposal which is conditional -- that is, which conditions the Offeror's willingness to conform to a specification or contractual condition of this RFP on any action by the City or on any other event or condition -- will be rejected.

- (b) The City will rate as HIGHLY ADVANTAGEOUS Proposals from Offerors which receive strongly positive and authoritative references regarding (i) uniformly positive recommendations regarding the firm's (i) compliance with the terms of the firm's contractual obligations; and (ii) responsiveness to specific equipment and maintenance service needs, as well as quality-of-service issues communicated by the client.
- (c) The City will rate as HIGHLY ADVANTAGEOUS Proposals which demonstrate that the Offeror has strong management qualifications, as a DAS operator (including installation, operations and maintenance) related to the scope of services of this contract and Offeror's experience in public assembly, convention or exhibition centers or similar facilities and backgrounds of senior management staff proposed for the contract.
- (d) The City will rate as HIGHLY ADVANTAGEOUS Proposals which demonstrate that the qualifications of key personnel, including but not limited to: the Offeror's proposed Manager, having not less than five (5) years of experience in managing and performing engagements of similar complexity, size and scope. Other key personnel shall each have not less than three (3) years of experience in providing services of similar complexity, size and scope in their respective fields. The City will rate HIGHLY ADVANTAGEOUS Offeror's whose key personnel have extensive experience in successfully completing services related to public assembly buildings, i.e., convention and exhibition center facilities, public facilities or similar facilities most closely similar in size, duration, and complexity to the scope of this engagement.
- (e) The City will rate HIGHLY ADVANTAGEOUS Proposals of Offerors which submit detailed and explicit Work Plans for the scope of service which set forth specifically, (i) how the Offeror will provide contract services, requirements, staffing plans, equipment, maintenance, etc., and (ii) with respect to the technical requirements and how the system proposed is the most advanced, flexible, expandable and reliable; (iii) how the proponent agrees to keep the system up- to-date and its willingness to update the system at the City's direction.
- (f) The City will rate HIGHLY ADVANTAGEOUS Proposals of Offerors which demonstrate how the access to the DAS system will be marketed in such a way that all commercial carriers including those presently operating on the system will be able to take advantage of its benefits including any guarantees that other commercial carriers will participate.
- (g) The City will rate as HIGHLY ADVANTAGEOUS Proposals which demonstrate financial stability that the Offeror has the financial stability to complete the Contract.
- (h) The City will rate HIGHLY ADVANTAGEOUS Proposals of Offerors which a project schedule for completion IPO implementation by March 1, 2019.
- (i) The City will rate HIGHLY ADVANTAGEOUS Proposals of Offerors which thoroughly described the Offeror's technical competence in completing projects with substantially similar scopes of work to *Exhibit A, Scope of work for the Neutral Host Distributed Antenna System*.

11.6. The Selection Committee shall make a recommendation to the City. The Selection Committee may specify special conditions or requirement in selecting a particular Offeror, including but not limited to a requirement that the Offeror shall agree to specified revisions in its proposed work plan as a precondition to the award of the contract.

11.7. Award of Contract. If the City Manager or his designee adopts the recommendation prepared by the

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Selection Committee, the contract shall be forwarded to the Casper City Council for its consideration.

11.8. Time for Finalizing Contract. The selected Offeror will be so notified in writing, by mail, facsimile transmission, or otherwise. The notice may specify a time, which shall not be less than ten (10) days from the date of the notice, by which such Offeror must execute the contract in substantially the form requested and furnish the certificates of insurance, evidence due authorization and execution, and any other documents requires in connection with execution of the Contract. The City reserves the right to incorporate into the Contract the selected Offeror's Proposal and or any staffing plans, work plans and other portions thereof. If the selected Offeror fails or refuses to execute the Contract within such time, then unless the City in its sole discretion elects to extend the time or cancel this procurement, the City may commence negotiations with the next-ranked Offeror.

11.9. The City's anticipated schedule for selecting finalist, and awarding the contract, is subject change at the City's sole discretion.

SECTION 12 - CERTIFICATES AND DOCUMENTS TO BE FURNISHED UPON EXECUTION OF CONTRACT

12.1. At the time of execution of the contract, the selected Offeror must furnish to the City certificates evidencing required insurance coverage in accordance with the provisions of the insurance requirements contained in the contract documents. The Offeror must furnish to the City any other relevant documents requested by the City.

EXHIBIT A
SCOPE OF WORK FOR THE NEUTRAL HOST
DISTRIBUTED ANTENNA SYSTEM
CITY OF CASPER

The City of Casper (the “City”) is seeking bids from parties interested in constructing, installing, operating and maintaining a Neutral Host Distributed Antenna Service (DAS) to all wireless carriers to enhance coverage and capacity for the Casper Events Center (“Events Center”).

The scope of work will require the DAS provider to:

- A. Design, build, market, maintain, and upgrade as needed a Neutral Host Distributed Antennas System at the Events Center
- B. Provide full voice and data cellular coverage independent of carrier(s) and their technologies at the Events Center
- C. Market the system and negotiate carrier participation, including if applicable, a portion of construction, installation, maintenance fees, usage fees and facility rentals with carriers
- D. All costs associated with design, planning, construction, maintenance, tariffs, taxes and fees associated with this project will be borne by the selected contractor.

Installation completed and successfully tested by March 1, 2019. The award will be for 10 years from the award date, with a consecutive 10 year renewal option.

1. **TECHNICAL REQUIREMENTS**

- 1.1 The DAS system shall provide total coverage for the Events Center including administrative offices and loading dock.
- 1.2 The DAS system shall be carrier format neutral and support every cellular carrier, independent of wireless frequencies and format used.
- 1.3 The DAS system and all its subsystems shall be designed to operate twenty-four (24) hours a day 365 days a year
- 1.4 Must be compatible with current (EVDO/EVDV and UMTS) and new technologies, (for example 4G) as well as current re-banding efforts
- 1.5 Must not interfere with the City's local life safety (Police and Fire) frequencies - (800M Hz and 700MHz).
- 1.6 Must be maintained as technologies evolve and be able to expand the DAS system to accommodate additional interested carriers at later intervals
- 1.7 Design must use modular architecture
- 1.8 Prior to any installation, all antenna mounting locations are to be approved by the City.
- 1.9 Signal Coverage and Reliability
 - a. Active Signal Handling: The DAS system will have active (powered) elements that filter and amplify signals to consistently deliver wireless services at the appropriate power levels. The solution will support all requested services to insure that each service (or carrier) has the ability to adjust and control power levels without disturbing other services.
 - b. RF Signal Coverage: At a minimum, for cellular and PCS coverage, the system must deliver signal strength of -85 dBm to -89 dBm (3 Bars) to 95% of the facility.
 - c. Fiber Optic Transport: The DAS system may utilize fiber optics to distribute signals within the vertical risers.
 - d. Broadband Distribution: The DAS will use Cat6 or coax cable in the horizontal runs to remote antenna units or directly to passive broadband antennas in the distribution area
 - e. Coverage Selectability: The DAS system will use a point-to-multipoint distribution architecture to provide different services and power levels across the facility.
 - f. Centralized Power: The DAS architecture will support either remote, centralized power or uninterrupted power supplies (UPS).
- 1.10 Manageability
 - a. SNMP Integration: The DAS shall be SNMP compliant.

- b. Centralized Management System: In the absence of an SNMP-based NMS system, the DAS must provide a centralized management system that provides a system-wide view of the in-building deployment.
- c. End-to-End Visibility: The DAS management system will provide end-to-end status information from the BDA/BTS to the remote-end including the antennas.

2. CONSTRUCTION REQUIREMENTS

2.1 Constructions Standards and Events Center Facility Information

All City Construction Standards shall be followed. An extensive approval process is required prior to any installations. The selected contractor is responsible for all permits, licenses, certificates, and authorizations for construction activities. Construction activity may be dictated by the Events Center activity calendar.

2.2 Codes

2.2.1 Mandatory code compliance:

- i. National Electric Safety Code (National Bureau of Standards)
- ii. National Electrical Code (National Bureau of Fire Underwriters)
- iii. Applicable FCC and other applicable federal, state and local regulations and ordinances

The installation, operation or maintenance of the system shall not endanger or interfere with the safety of persons or property located at the Events Center.

2.3 Macro / Micro Sites

2.3.1 A good design will minimize the equipment that would be placed or mounted internally on building structures and in any publicly visible location.

2.5.1 Demarcation

2.5.2 The City will establish a clearly labeled point of demarcation at each site.

2.5.3 The City's technicians will extend from DEMARC to head-end equipment room.

2.6 Fixtures

2.6.1 Fixtures will not be placed in locations that will interfere with gas, electric, steam, fixtures, water other fixtures the City deems as having priority.

2.6.2 Aesthetics - use of stealth antennas and antennas that blend into Events Center building architecture

2.6.3 Indoor antennas shall be low profile, flush-mount types suitable for suspended ceilings or walls and shall be of a multi-band configuration. It is acceptable to surface mount antennas in an open ceiling environment and to install surface mount antennas to walls, near ceiling height.

2.6.4 Prior to any installation, all antenna mounting locations are to be approved by the City.

2.7 Access

2.7.1 The selected contractor will be dependent on the City for facility access. The City maintains 24/7 on-call personnel and public safety personnel security.

2.8 Renovations

2.8.1 When the City undertakes building improvements which affect the DAS, the City may direct the contractor to remove or relocate its wires, conduits, cables and other property located on the Events Center.

3. IMPLEMENTATION & PROJECT PLAN

3.1 The Contractor will coordinate all activity and hardware installation that affects the use of fiber, conduit, and cable tray with the City.

3.2 Implementation & Project plans must include:

- a. Time line to include:
 - i). Planning, installation, testing and other major milestones associated with the project
 - ii). Milestones at which the City must be engaged to provide support, the type of support required, the length of time estimated will be required of City resources.
- b. Project plan to include:
 - i) Design drawings
 - ii) Additional surveys to develop the design must be obtained at Contractor's expense
- c. Contractor will provide a map of a layout of the network design
- d. Should such final design, in City's judgment, deviate from the bid in a manner that constitutes any hardship for the City, the City reserves the right to terminate without cost or cause any contract resulting from this procurement.
- e. Installation acceptance
 - i) The DAS system will be tested and accepted by the City within one week of Contractor's notification for completion
 - ii) Final 'as-built' drawings are to be submitted to City within one (1) week of completion and acceptance.

f. Project Team

- i). Contact information for Project Manager and/or Account Manager to include:

Office Phone, Cell Phone, Fax Number, email address, street address for hard copy correspondence.

- ii). Project Manger will:

Serve as a single point of contact for communication with the City

Act as liaison between City and Contractor's employees and sub-contractors

Must be capable of attending on-site meetings, both scheduled and unanticipated

Must be on-site to oversee sub-contractor work and keep project on schedule

Update the project status and report same to City's Project Manager

3.3 Communication

Contractor will promptly notify the City of all delays known or anticipated in the construction, re- build, or extension of the system. The parties may extend the construction timetable in the event the Contractor, acting in good faith, experiences delays by reason of circumstances beyond its control.

4. ACCEPTANCE AND TEST PLAN

The Contractor and the City are responsible for the mutually agreed development of acceptance test specifications for the installed DAS systems. The exact scope, methodologies, procedures, and acceptance criteria for executing the acceptance tests require City approval. Said test plans must incorporate, at minimum, the following:

- 4.1 Test equipment to verify that all components of the system are functioning per specified criteria.
- 4.2 Test and acceptance plan must clearly demonstrate system functionality and compliance with the specified criteria and design requirements of wireless carriers
- 4.3 Factory-authorized service representatives must supervise the field assembly and connection of components, the pre-testing, testing, and adjustment of the system.
- 4.4 Upon completing the installation of the system, all integrated subsystems will be aligned, adjusted and balanced as part of the pretest plan. Any deficiencies observed in pre-testing will be corrected within 10 (ten) days. Any malfunctioning or damaged items will be replaced with new and tested until satisfactory performance and conditions are achieved.
- 4.5 Upon completion of pre-tests, the City will be notified a minimum of 3 days in advance of acceptance test performance. Background system pretests may be conducted with representatives from the City in attendance.

- 4.6 Upon the satisfactory completion of system pre-tests, operational system testing will commence to ensure system conformance to requirements and specifications. The operational tests will include demonstration of system features and functionality, and coverage performance.
- 4.7 The City will inspect the system to verify that subsystems, units and controls are properly labeled and interconnecting wires and terminals are identified.
- 4.8 Any observed deficiencies indicated by tests or by City inspection will be rectified and completely retested within 10 (ten) days. Work and materials required to correct deficiencies will be made at no expense to the City.

5. MAINTENANCE

5.1 The selected Contractor shall bear all costs for maintenance, repair and ongoing operating costs.

5.2 Trouble Reporting/Emergency Service:

The selected Contractor shall provide a single telephone number that will be staffed continuously (24 hours per day, 7 days per week, 365 days per year)

Contractor will provide 2 hours-response time for major outages

Contractor will provide 24-hour maintenance and repair services

Contractor will provide an Emergency Service execution plan to be distributed to all project participants and others as identified as appropriate by the City.

5.3 Replacement Parts: The Contractor shall retain sufficient inventory of replacement parts to replace faulty system components in a timely manner over the period of the contract from the date the system is commissioned. No cost shall be charged to the City at any time for repair parts, labor or maintenance of the DAS service.

5.4 The selected Contractor will resolve inter-system interference within 24-hours at the RF level, the digital signaling levels, or in mechanical or electrical connections. The Contractor will provide a statement of interference resolution for RF interference, electrical/ mechanical interference, digital and optical interference.

6. BUSINESS MODEL

6.1 The entire cost of this project will be borne by the Contractor; to include, (but not limited to) design, planning, implementation, management, installation, utility placements and supporting infrastructure (electric meter loops, electrical conduit, building & fire code fees, any penetrations and patching, etc.), monitoring & maintenance, continual upgrading, and marketing.

6.2 Contractor will be awarded the sole right to market the cell service to cellular carriers. In addition, the Contractor will have the sole right to market the Events Center to cellular carriers for placement of cell sites that are to be integrated into the selected Contractor's system.

6.3 The City will refer any inquiries received from cellular carriers for the placement of cell sites or fiber-based microcellular (distributed antenna) systems to the selected Contractor and will use best efforts to encourage carriers to utilize the DAS solution.

6.4 The selected Contractor will be responsible for negotiating and drafting agreements for the use by a carrier on the City's behalf, whereas the selected contractor, being the benefactor shall receive the rent directly from the carriers or a portion or split of construction, installation and maintenance costs.

