



REQUEST FOR PROPOSALS

WIRELESS MARKETING, PLANNING, AND MANAGEMENT SERVICES

Department of Public Utilities
Communications Division
4971 Oakland Ave.
St. Louis, MO 63110
Phone: 314-552-2900

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 Purpose and Intent.

This Request for Proposals (RFP) for Wireless Marketing, Planning, and Management Services is issued by the City of Louis, Missouri (the “City”) through the Department of Public Utilities, Communications Division.

The City invites interested parties (“Respondent” or “Respondent(s)”) to demonstrate knowledge and expertise in Wireless Marketing, Planning, and Management Services and to provide a submission for the design, installation, and maintenance of a carrier neutral Wireless “Small Cell” and public Wi-Fi Communications Network throughout the City. Interested parties are invited to provide a proposal for the development of a Wireless Marketing Plan (hereinafter referred to as “Plan” or “Marketing Plan”). The Marketing Plan would be used to strategically develop the City’s wireless telecommunication infrastructure to meet the needs of the City. The successful Respondent would be expected to utilize the Plan and work on the City’s behalf to develop agreements to construct, manage, and leverage certain City assets and telecommunication infrastructure with third parties. It is anticipated that this project could utilize the following City assets: building(s), pole(s), tower(s), fiber, conduit(s), cable(s), cabinet(s), street furniture, vault(s), and any structures which could be utilized for the purpose of promoting, transmitting or facilitating wireless communications.

Prior to any binding agreement with the successful respondent(s) for services under this RFP, the successful Respondent(s) will be required to enter into a Contract for the requested services under this RFP. This RFP does not constitute an obligation or agreement on the part of the City of St. Louis.

The ideal Respondent or Respondents would demonstrate expertise in several areas including:

- Negotiating favorable property agreements (e.g., sub license and encroachment agreements) with multiple telecommunication service providers;
- Developing and managing service contracts with multiple telecommunication service providers;
- Developing similar networks in other jurisdictions;
- Distributed Antenna System (“DAS”) design, installation, and maintenance;
- Wireless Small Cell design, installation, and maintenance;
- Citywide Wi - Fi design, installation, and maintenance; and
- Delivering benefits which could be offered to the City as part of the Plan (e.g., financial benefits that would support the wireless infrastructure and expansion efforts, wireless communications infrastructure, services, hardware, and programs to underserved communities.)

1.2 Background. The City has been approached by a number of wireless carriers for vendor specific small cell deployments requiring access to City infrastructure. The number of small cells is anticipated to be several hundred over the next couple years. A preapproved design that maintains wireless vendor neutrality will help expedite a small cell installation for all wireless carriers. A public-private partnership model can provide a fast, well-engineered, and professionally managed system that maximizes the overall benefits to the City, the community businesses, and telecommunications providers. The City is looking for an optimal partnership that will maximize benefit to all parties by bringing extensive industry knowledge and technical expertise to this process.

1.3 General City Information. The City of St. Louis is a constitutional charter city, organized and existing under and pursuant to its Charter, the Constitution and the laws of the State, and is not part of any county. The City performs county functions in addition to its municipal functions. The City is the center of the 15-county St. Louis Metropolitan Statistical Area (the “Metropolitan Area”). As of the 2010 census, the City’s population was 319,294. Even though decennial census data has shown a long-term trend of reduction in total population in the City between 2000 and 2010, the two neighborhoods that form downtown St. Louis grew in population by 155%, as dozens of former manufacturing buildings were converted to lofts and apartments and other neighborhoods in the City have shown notable reinvestment and improvements in total levels of population. Downtown St. Louis has experienced more than \$4.5 billion of investment since 1999, including the construction of a new ballpark for the St. Louis Cardinals and the first phase of Ballpark Village. Downtown St. Louis continues as one of the region’s major employment center with a worker population of approximately 90,000. The Metropolitan Area and the City have continued their successful transition from a predominantly heavy manufacturing-based economy to one based on focused plant and life sciences, information technology, advanced manufacturing, financial services, and transportation and distribution. The Metropolitan Area is a major business center with many corporate headquarters. A number of those headquarters are located in the City: Sigma Aldrich, Stifel Financial, U.S. Bancorp Community Development Corporation, Wells Fargo Advisors, and the AB/InBev North American headquarters. The City is also a major center for higher education. Washington University’s Danforth Campus is partially located on the City’s western boundary and the University’s medical school is located entirely within the City, as are Saint Louis University’s main and medical school campuses. The City is also a well-regarded center of health care. Of recent note, major renovation and expansion projects at BJC’s large campus in the Central West End neighborhood, continued growth and investment by St. Louis University, and significant investment in facilities at Cortex. Cortex is an approximately 168-acre redevelopment project located north of highway 64 between Washington University’s Danforth Campus and St. Louis University that has become an important center of innovation and technology in the region and is also the home of an IKEA store that constitutes an important addition to retail centers located in the City.

2.0 GENERAL REQUIREMENTS.

2.1 RFP Issue Date: November 4, 2016

2.2 Question and Answer Period.

Any questions regarding this RFP must be submitted in writing via e-mail or U.S. mail to the attention of the following individual:

Donna Brooks-Sanders
City of St. Louis,
Department of Public Utilities
Communications Division
4971 Oakland Ave.
St. Louis, MO 63110
brooks-sandersd@stlouis-mo.gov

Questions must be submitted no later than November 25, 2016 at 5:00 p.m. (CST). The aforementioned individual will respond in writing to any questions. The City will maintain a list of all individuals/entities requesting copies of the RFP and will ensure that copies of all questions and responses thereto shall be made available, upon request, to each entity on such list. Each question shall begin by referencing the RFP page number and section number to which it relates. **Contact with Selection Committee members is strictly prohibited.** The Selection Committee will be composed of the Director of Public Utilities, the President of the Board of Public Service, a representative of the Mayor, a representative of the Comptroller and a representative of the President of the Board of Aldermen.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only, and such inquiries shall be directed to the above-named individual. Any further contact or information about the proposal to the City will be considered an impermissible supplementation of the Respondent's proposal.

2.3 Submission of Proposal

In order to be considered by the Selection Committee, a Respondent's proposal must be received by **Donna Brooks-Sanders, Communications Division, 4971 Oakland Ave., St. Louis, MO 63110, NO LATER THAN 5:00 P.M. (CST) on December 2, 2016.** Proposals received after this deadline will not be considered.

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **RFP FOR WIRELESS MARKETING, PLANNING AND MANAGEMENT SERVICES.** Proposals submitted via e-mail or facsimile will not be accepted or considered.

Each Respondent must submit one (1) sealed, complete, original proposal. Each Respondent must also submit five (5) sealed, complete and exact copies of the original proposal.

The City will evaluate the proposals and determine if interviews are necessary or desirable. The City may reject any and all proposals, and cancel this RFP.

2.4 Proposal Format & Content

The outline below should be followed when preparing the proposal for the services described in Sections 1 and 2 of this document. Be advised that failure to follow the outline could result in rejection of the proposal.

- A. Description of Respondent: In this section of the proposal, describe the Respondent's company and the services it provides. Describe the type of organization, number of years in business, federal tax ID, address and telephone number of office(s), total number of employees, and the number employees focused on this type of engagement. The Respondent shall provide a financial reference or annual report, and a gross/net revenue report for each of the last three fiscal years. The Company may include any additional literature and product brochures.
- B. Statement of Interest.
- C. Relevant Qualifications. In this section, the Respondent should provide relevant qualifications and experience of the company and resumes of individuals who will be assigned to the project. This section should demonstrate and explain why the Respondent is particularly suited to meet the needs of the City of St. Louis.
- D. Approach for Providing the Requested Services.
- E. Conceptual Property Agreement/Lease Rate Structure for Wireless Carriers. In this section, please provide a conceptual property agreement rate structure for wireless carriers for both capital and recurring expenses. Rates shall include:
- DAS network and/or Small Cell deployment in the City.
 - Street light or pole attachment
 - Fiber and conduit connectivity to co-location site
 - Co-location services
- F. Revenue/Cost sharing. In this section, please provide a revenue cost share/split proposal with the City.
- G. Taxes/Licenses. In this section of the proposal affirmatively verify that the business has all necessary licenses and certifications, and is current with tax remittance.
- H. Client References. The Respondent must provide a minimum of three client references for similar work performed for clients of a similar size, complexity and business. At least one local government reference is required. The Respondent will provide the following information about clients being used as references: client name, client contact information, client size and industry, and brief description of the engagement. If possible, sample deliverables should be provided either as part of the proposal or for viewing as part of presentations.

3.0. SCOPE OF WORK

3.1 Project Scope.

- A. Respondent shall provide consulting and planning services to identify City assets to market. These services, which shall be refreshed at a minimum annually, shall include RF analysis, asset inventory, projections of wireless requirements, wireless master planning, review of equipment and pole mounting for the wireless infrastructure (aesthetics) and other associated services which shall be shared with the City.
- B. At no cost to the City and as an advocate for the City, Respondent shall exclusively market City assets or to build out the wireless infrastructure to Carriers (including Verizon, T - Mobile, Sprint, AT&T, Mobilitie, Crown Castle, American Tower, Extenet, Boingo and other Carriers and neutral host providers. The purpose of the Marketing Plan is to build out wireless capacity that lays the foundation for sustained economic growth.
- C. Respondent will recommend potential City assets to market and the City will have the right to determine which City assets are marketed.
- D. The City assets that may be marketed may include building(s), street light(s), pole(s), tower(s), fiber, conduit(s), cable(s), cabinets(s), street furniture, vault(s), and any structures which could be utilized for the purposes of promoting, transmitting or facilitating communications.
- E. Respondent will negotiate and propose property agreements (e.g., license, sublicense, or encroachment agreements) with Carriers for City approved sites. The City shall have the final authority to grant or approve all property agreements pursuant to this Plan.
- F. Respondent and the City shall negotiate a revenue split from the revenue received from all property agreements.
- G. The City will retain underlying ownership of any City owned or licensed property.
- H. The proposed term of the agreement with the successful Respondent is five (5) years, with a mutual option to renew for one additional 5-year period.
- I. Respondent shall provide an annual report summarizing marketing efforts, network construction, market changes, and RF analysis results.

3.2 City Assets. It is projected that City of St. Louis assets will be available to support cellular carrier small cells and City Wi-Fi services. As stated above, Respondent shall provide consulting and planning services to identify City assets to market. Below are descriptions of some potential City assets:

- A. Street Lights. The City currently owns and maintains over 50,000 street lights.
- B. Towers. The City currently owns a few radio towers.
- C. Conduit. The City owns approximately 66,303 feet or 12 miles of conduit.
- D. Other Assets. The City has over 100 properties with City buildings on them.

4.0 METHOD OF COMPENSATION

Respondent and the City shall negotiate, as part of any agreement entered into as a result of this RFP, a revenue split from the revenue received from all property agreements.

5.0 PROPOSAL EVALUATION

5.1. Proposal Selection Committee.

The evaluation of proposals will be performed by the Selection Committee.

In making its decision, the Selection Committee shall consider, at a minimum, the following:

- A. Specialized experience, qualification and technical competence of the Respondent, its principals, project manager and key staff;
- B. Ability of the firm to provide innovative solutions;
- C. Approach to the project and any unusual problems anticipated;
- D. The capacity and capability of the firm to perform the work within the time limitations;
- E. Past record and performance of the firm with respect to schedule compliance, cost control, and quality of work;
- F. Proximity of the firm to the City;
- G. Fees or fee structure as may be appropriate for the designated service;
- H. Availability of financial and operating resources as required to complete the work;
- I. M/WBE and/or DBE participation;
- J. Ability of the firm to meet statutory or ordinance requirements; and
- K. Other items that arise as the result of the proposal or interview.

The City and/or its Selection Committee reserve the right to accept any and all proposals; reject any and all proposals; request additional information as the City and/or Selection Committee may deem necessary; waive any and all nonmaterial irregularities pertaining proposals received or the RFP process; disqualify any and/or all Respondents, reject any and/or all proposals for failure to comply with this RFP or to promptly provide additional requested materials or information, and to interview or call for a presentation from one or more of the Respondents. Further, the City reserves the right to negotiate final contract terms with any Respondent, or enter into a subsequent agreement with another Respondent if the originally selected Respondent fails to execute its agreement with the City. Any agreement is not binding unless it is executed by authorized representatives of the City and the selected Respondent.

6.0 ADDITIONAL INFORMATION

6.1 Contents of Proposal.

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals may be considered public records, but may be deemed and treated as “closed” or “exempt” by the City, at the sole discretion of the City, pursuant to the City’s understanding and interpretation of the laws of the State of Missouri. The City cannot guarantee the confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

6.2 Cost Liability.

Any cost incurred by the Respondent in preparation, transmittal or presentation of any Proposal or material submitted in response to this RFP, including oral interview if required, shall be borne solely by the Respondent.

6.3 Respondent Responsibility.

The Respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a Respondent’s failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the Respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

6.4 Amendment/Termination.

The City reserves the right to amend, substitute or otherwise modify this RFP or to cancel this RFP at any time if the City determines it is in the best interest of the City.

6.5 Indemnification.

Each Respondent in seeking, receiving or possessing this RFP and/or in submitting a response does release, indemnify and hold the City and its various employees, representatives and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted or imposed against the City as a result of issuing this RFP, making any revisions thereto and conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

6.6 Amendment of Proposal.

Proposals may be withdrawn prior to the proposal submission date in writing by the Respondent or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such representative signs a receipt for the proposal.

6.7 Governing Law.

This RFP and any agreement with Respondent that may result shall be governed by the laws of the State of Missouri. Respondent, by seeking, receiving or possessing this RFP and/or in submitting a response RFP, hereby agrees to and consents to exclusive original jurisdiction and venue in the Circuit Court of the City of St. Louis or the U.S. District Court currently seated in the City of St. Louis for any litigation arising from or out of this RFP or any Agreement executed as a result of this RFP.

6.8 Contract.

The selected Respondent(s) shall be expected to enter into a written contract with the City of St. Louis. The selected bidder(s) shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. By responding to this RFP, you are stating that you are familiar with all federal, state and local laws and ordinances that may in any way affect the services to be provided.

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by an executed written Agreement approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of the Agreement. The City reserves the right to negotiate financial and other arrangements, to negotiate with Respondents as to any aspect of Respondent's proposal whatsoever, and to ask consultant to submit additional information with respect to any aspect of Respondent's submission whatsoever. The City reserves the right to negotiate final agreement terms with any Respondent.

6.9 Audit.

The City along with the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the company's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the company's full compliance with contract documents. In those situations where the company's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

6.10 Minority Business Enterprises (MBE) / Women Business Enterprises (WBE).

Consultant shall make a good faith effort to maximize utilization of women and minority-owned businesses (W/MBE) in all of its activities under any Agreement resulting from this RFP and

shall comply with the Mayor's Executive Order No. 28, as amended, or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE Participation.

6.11 Living Wage.

Any agreement executed pursuant to this RFP is subject to the City of St. Louis Living Wage Ordinance 65597 (which may be viewed at www.mwdbe.org/livingwage), and Respondents are encouraged to review this ordinance prior to making their submissions.

6.12 Americans with Disability Act.

In connection with the furnishing of goods and services under any contract resulting from this RFP, consultant shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

6.13 Nondiscrimination.

Respondent agrees that in performing any services under any Agreement resulting from this RFP, neither the consultant, nor anyone under the consultant's control, will permit discrimination against any business, employee, client, subscriber, worker or applicant for employment because of race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity or expression, national origin or ancestry.

6.14 Illegal Alien Affidavit.

Prior to contract execution and as a condition of final award of an Agreement resulting from this RFP, Consultant shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri, as amended, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

6.15 Business License.

The successful Respondent must provide proof that it is current with respect to all applicable City taxes and licenses prior to the initiation of any contract. Please note, a City Business License is required and no such license will be issued without a Statement of Clearance issued jointly by the Collector of Revenue and the License Collector of the City of St. Louis.