



Christopher J. Gagliastro, MCPPO
Purchasing Agent

RFP NO. 7815-W2
ISSUANCE DATE: 5/17/22

BUYER: Christopher J. Gagliastro, MCPPO

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Distributed Antenna System (DAS) – DCU Center / DPF

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

1. **Scope: Provide design, installation and operation services for a seamless DAS within and immediately outside DCU Center per the attached requirements and specifications of the City of Worcester Department of Public Facilities.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: all apply
4. A payment and performance bond in the amount of **100%** will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages. Performance bond shall be on the City's form only.
 - 4.1 Phase I work (installation of DAS and related equipment) is considered construction work and is subject to Massachusetts prevailing wage requirements. Any construction work conducted during other phases is also subject to same wage requirements. Prevailing wage rate sheets are included for this purpose.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered nor will any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" or "Respondent" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: 6/1/22, 10:00 AM, DCU Center 50 Foster Street
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation as outlined in Section IV. INSURANCE REQUIREMENTS of this RFP.
20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must

be on a form satisfactory to the City.

22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve-month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation,

partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.

33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the

investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the Technical Proposal evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the Technical Proposal.*

A sealed package containing **the original, 3 copies and one PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Distributed Antenna System (DAS) – DCU Center / DPE – Technical Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. 7815-W2

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Distributed Antenna System (DAS) – DCU Center / DPE – Price Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. 7815-W2

PRICE PROPOSAL PAGE IS LOCATED AT END OF SPECIFICATIONS (EXHIBIT 2)

Proposals must be delivered no later than Wednesday, June 15, 2022 at 10:00 AM LOCAL TIME. Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by use of four (4) rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the price proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and price proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
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KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1)	If an Individual or Proprietorship
Name of Owner:	_____
Business Address:	_____
Zip Code _____	Telephone No. _____
Email _____	
Home Address _____	
Zip Code _____	Telephone No. _____

(2)	If a Partnership, Full names and addresses of all partners	
<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
Business Address _____	Zip Code _____	
	Tel. No. _____	

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____

TITLE _____

DATE _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

- **Proposers must sign and submit the above form with their proposal submission.**

CITY OF WORCESTER, MASSACHUSETTS

Request for Proposal (RFP)

DCU Center Distributed Antenna System

CITY OF WORCESTER, MASSACHUSETTS
Request for Proposal (RFP) – DCU Center Distributed Antenna System

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1. INTRODUCTION

The City of Worcester, Massachusetts (City), seeks proposals from qualified and experienced companies (Proposers) to design, install, operate and maintain a seamless Distributed Antenna System (DAS) within and immediately outside of the DCU Center, 50 Foster Street, Worcester, MA.

This document is designed to provide an overview of the DCU environment and the desired scope of work needed to enable Proposers to successfully deliver their proposals to provide a complete and robust Distributed Antenna System.

This DAS system shall support multiple services (broadband/voice/data/video) in a modular architecture, so that obsolete and future services can be added or removed without disturbing existing services. The solution shall support currently deployed frequencies from the following service providers at a minimum: AT&T, T-Mobile/Sprint, Verizon and Dish Network.

2. PROJECT OVERVIEW

DCU Center (DCU) recently upgraded its aging IT network infrastructure (e.g; routers, switches, firewalls) and a fiber backbone was installed to support the new foundational IT network infrastructure and premise cabling to support connectivity of wireless Access Points within the facility. This fiber system is used for facility requirements; POS systems, WiFi network, getting from 1 IDF to another and various internal uses. The WiFi system in use is segmented for Guest WiFi and Operating WiFi for house systems.

The scope of this project shall be to design, construct and operate an indoor/outdoor Distributed Antenna System that provides comprehensive coverage and signal in order to add wireless interconnectivity throughout the DCU Center and immediately outside and around the facility for both DCU patrons (an “open” network) and for DCU staff and vendors (a “secured” network) for e-commerce, ticket validation and other similar operational tasks. The existing fiber system is not available for the anticipated DAS system so fiber should be a consideration in the scope of considered work.

The DCU Center requirements are for the design and installation of a Neutral Host Multi-band Cellular Distributed Antenna System (DAS) in order to provide all Personal Wireless Services to include but not limited to cellular/PCS voice, Text, Broadband, Video and Data coverage inside and around its facility located at 50 Foster Street.

The City intends to select and enter into an Agreement with the most responsive Proposer who meets the required technical objectives and offering the best overall solution while also providing the greatest total financial return to the City.

The City is intending for work to begin as soon as possible following award and execution of the desired contract.

Proposals are sought from entities in the business of financing, installing, owning, operating and maintaining Distributed Antenna Systems. The Proposers shall be fully responsible to design, purchase, install, own, operate, maintain service and repair the Distributed Antenna System.

This is a Request for Proposal to install wireless DAS infrastructure ONLY for the DCU Center and NOT intended for any other property within the City.

3. CONTRACTING PERIOD

The City anticipates a contract for a period of 10 years with optional renewal terms. The successful Proposer shall enter into a contract with the City in the form attached as *Exhibit 1*, the Distributed Antenna System Agreement.

4. QUESTIONS, MEETINGS AND PROPOSAL DEADLINES

An optional pre-bid walk through will be held on: June 1, 2022 at 10 o'clock at the DCU Center Door 5, located at 50 Foster Street, Worcester, MA 01608. The site walk is intended to familiarize bidders with the physical space, answer questions relating to the physical space as well as identify any areas that may be utilized for the project.

5. BACKGROUND

The DCU Center is known as New England's premier arena and convention center. The Arena has a capacity of 14,800 seats and hosts the Massachusetts Pirates indoor football team, the Worcester Railers hockey team, concerts and many other local and touring events. The adjoining Convention Center facility has over 100,000 square feet of exhibit space and typically is filled by consumer shows, conventions, conferences and other public and private functions year-round. The DCU Center is owned by the City of Worcester and managed by ASM Global, the world's leading private facility management company.

Wireless connectivity is an important convenience for Arena and Convention Center events at the DCU Center and is a service that is lacking in and around the facility. The City is looking for companies to provide a solution for connectivity for employees and patrons alike at the facility.

The solution would be to provide attendees, visitors, management and staff with full accessibility to current and future personal wireless services that are generally available throughout the region. The DCU Center prefers the external connectivity to be via fiber-optic cable with sufficient bandwidth to meet current and future demands for comparable service available throughout the region. The City will reasonably consider any alternative solutions should a Proposer prefer alternative connectivity. The DCU Center Project is intended to provide valuable benefits by increasing the coverage of facility/area using a technically advanced low power antenna system.

The maximum capacity at the DCU Center is 14,800 however the normal maximum capacity is 12,800. Seating varies depending on the type of event. There is a seating diagram provided in *Exhibit 8* and the smaller number represents the number of seats in the section and the section number is the larger number. If there is an end stage concert the floor is generally 1,840 seats. There is one public concourse and one service concourse that would need service coverages. A grid for the convention center is located on the DCU Center website which provides dimensions, square footage and capacities. <https://www.dcucenter.com/event-planning/facility-diagrams/>.

Submitted proposals must contain the following mandatory information used as part of the selection criteria:

6. MINIMUM EVALUATION CRITERIA:

All proposals must satisfy all of the minimum criteria below for further evaluation. Proposals shall include information demonstrating compliance with each of these criteria. Proposals that do not meet the minimum criteria will not be further evaluated.

- A. Proposal must include a detailed description of at least one (1) successful completion of a similar project scope to that contained herein.

The following items are required for a *complete* proposal:

- A. **LETTER OF TRANSMITTAL** signed by the individual authorized to bind the Proposer contractually. The letter will certify that the Proposer, if awarded the contract, will guarantee the date by which the Proposer will commence construction of the network.
- B. **PROPOSAL** – Provide all information specified in items 1-4 below.

1. **Statement of Understanding** sufficient to demonstrate an understanding of the scope of services and the goals and objectives of the City. The Proposer shall explain how it will address the City's needs for the described services. Proposer must specify the project summary, project methodology and details as well as include financial opportunities /revenue sharing for the City. The Proposer will also be required to guarantee that it will commence construction of the proposed network within three (3) months of the execution of this Agreement. In submitting a proposal, the Proposer is agreeing to execute an Agreement with the City of Worcester in the form set forth in this RFP.

2. Qualifications and Experience

A. Company Profile

- Location of Corporate and Local Offices
- Number of full-time employees, excluding contractors, in local branch office at the time of submittal
- Company organization chart and resumes of key staff
- Evidence of General Liability insurance limits consistent with City of Worcester requirements.

B. Financial Condition of Proposer

- The Proposer must provide adequate documentation of the company's financial status, current bond rating, annual financial report, or other independently audited financial report or tax return, to permit the City to determine the Proposer's ability to reliably perform obligations under the anticipated contract. This financial information will be reviewed to ensure adequacy of financial resources to enable the Proposer to perform services as required under the expected contract.
- If the Proposer is not the ultimate project owner or parent company, the Proposer must provide the name of the project owner or parent company and provide the above information pertaining to the project owner or parent company, including its ability to provide a guarantee.

C. List of members of the Project Team

- Team leader identification and full contact information
- Identification of each business entity, person, or firm involved in the bid and their respective roles
- Resumes/CV's of personnel directly involved with the development of the proposed systems

D. Project Experience with particular emphasis on municipalities with which the Proposer has been involved during the last five (5) years, and any project ownership interests.

- Identify all similar wireless DAS systems installed by your company, start and completion dates, the total capacity of each project, length of a contract, location, and identity of the customer.
- Identify any similar wireless DAS systems currently contracted but not yet completed, including the project details, location, expected capital finance structure in detail, and expected completion date.
- Provide up to three customer references including name, contact information and related project information for similar type projects.
- The City may contact any or all of the entities, including but not limited to the references, identified as part of the RFP submittal review process
- State whether the Proposer is or has been (within the past five years) a party to litigation regarding any project. If there is any such litigation, provide a narrative regarding the nature and status of said litigation, as well as the parties, jurisdiction and docket number.
- Any other pertinent information.

E. Subcontractors - State if and how the Proposer will use subcontractors to perform services pursuant to the anticipated contract. The Proposer shall provide documentation demonstrating the qualifications and experience for any subcontractors, as well as the demonstration of the Proposer's ability to manage and supervise the subcontracted work. If subcontractors change or are added during the course of the expected contract, approval in writing by the City is required before any change or addition is made.

3. *Proposed Scope of Services and Methodology Information regarding the system to be installed along with operation details*

A. Outline and identify the proposed DAS system including by not limited to:

- The overall network site plan
- Schematics and drawings illustrating the design
- Indicate the applicable industry standards being proposed
- Identify all sectors of the DCU facility service that will be utilized
- Identify all pathways, desired areas for equipment headend, electronics, fiber, power racks and any other applicable information
- Provide all technical specifications of proposed equipment to be used
- List any requirements that would be needed from the DCU facility or the City
- Identify areas and size requirements for any equipment cabinets, racks, cabling etc.
- Identify electrical requirements for all equipment
- Describe redundancy design
- Estimate and identify number and location of nodes that may be needed to provide services throughout the facility
- Clearly identify all pathways to connect potential nodes
- Include any other pertinent information necessary in the proposed network design

- B. The proposed DAS system should provide all personal wireless services coverage including all office areas, arenas, conference rooms, meeting areas, or other building specific areas of the DCU Center. The proposed DAS system shall provide 95% percent coverage within and immediately outside the DCU Center at the following levels.

- | |
|---|
| <ul style="list-style-type: none"> • Reference Signal Received Power (RSRP) of -85 decibels below 1 milliwatt (dBm) for all frequencies for all services to include but not limited to Long Term Evolution (LTE) with a 10MHz frequency bandwidth. • RSRP of -85dBm for all frequencies for all services with a 5 MHz frequency bandwidth. • Received Signal Code Power (RSCP) of -85dBm for Code Division Multiple Access (CDMA), Evolution Data Optimized (EDVO), Universal Mobile Telecommunications System (UMTS), and Wideband Code Division Multiple Access (WCDMA) at Low-band and Mid-Band Frequencies. • Received Signal Code Power (RSCP) of -95dBm for 5th Generation personal wireless services within assigned frequency bands. • RSRP of -100dBm for Mid-Band Frequencies with a 20MHz frequency bandwidth |
|---|

The coverage requirements shall account for the frequency information below. The DAS system once installed shall test and confirm the above listed performance parameters and indicate the signal test method. Additionally, state the expected minimum data downlink throughput at the minimum specification used to determine coverage.

Wireless Service Provider (WSP)	<u>All</u>	<u>Available</u>	<u>Spectrum</u>	Planned Growth
	Low-Band 3G – 5G	Mid-Band 3G – 5G	High-Band 3G – 5G	Future Growth 6G – +
AT&T	UMTS/ LTE	UMTS / LTE	UMTS / LTE	
Verizon	UMTS / LTE	UMTS / LTE	UMTS / LTE	
T-Mobile/Sprint	UMTS / LTE	UMTS / LTE	UMTS / LTE	
Dish Network	UMTS / LTE	UMTS / LTE	UMTS / LTE	

It is understood that the frequency requirements above are dictated by the Wireless Service Providers (WSPs). This frequency information is provided to ensure all Proposers design to the same specifications. It will be the responsibility of the selected Proposer to verify the coverage and frequency requirements of the DAS system to ensure it meets all WSPs' approvals. The selected Proposer shall coordinate with WSPs to bring service in and facilitate system connection to the applicable carrier network(s). The selected Proposer shall be responsible for any connection costs to the DAS system that WSPs may impose.

- C. Each Proposer should provide a solution with the following characteristics:

- A DAS system that is a carrier-neutral format and capable of supporting all Wireless Service Providers (WSP) and supporting all active Cellular, PCS, and LTE frequencies including 700MHz, 800MHz, 1900MHz (PCS), and 1700MHz/2100MHz (AWS), for service within and immediately adjacent to the DCU Center facility located at 50 Foster Street, Worcester, MA.
 - The DAS system shall be scalable and adaptable to emerging technologies and designed to be adaptable for current and future re-banding efforts. The DAS head-end(s) is expected to be rack-mounted for the purpose of scalability.
 - The DAS system shall have a Network Management System (NMS) capable of alarm, monitor, configuration and control of all Active Components, and capable of integration with third party Simple Network Management Protocol (SNMP) based NMS products for alarm notification purposes.
- D. The selected Proposer shall provide all management, supervision, personnel, engineering, equipment, tools, materials, subcontractors, and transportation necessary to design, install, maintain, adjust, and repair all the DAS systems and components in accordance with:
- (1) The manufacturer's recommendations and specifications;
 - (2) Industry standards and codes including but, not limited to National Electric Safety Codes, National Electrical Code, etc.;
 - (3) Federal, State, and local regulations;
 - (4) Federal environmental standards;
 - (5) Federal Communications (FCC) guidelines; and
 - (6) Occupational Safety and Health Administration (OSHA) regulations.
- E. The selected Proposer shall have personnel certified in propagation and predictive analysis for such DAS systems.

RF Survey: The selected Proposer shall be required to perform a Radio Frequency (RF) Spectral Analysis of the DCU Center to fully understand existing signals and noise levels at this location. Based on the results of the RF Spectral Analysis, the selected Proposer shall ensure their design fully protects existing communications systems from harmful interference and shall ensure emissions from the DAS system do not interfere with other existing systems in or around the DCU Center, particularly Life Safety systems, rooftop area equipment and systems, and other existing wireless systems including those used by third party sports or entertainment productions.

Final Design Concept: Prepare a system design package with drawings and supporting data to the level of detail sufficient to specify the following:

- Design drawings including equipment placement, riser diagrams, and floor layouts, pathway and cable distribution.
- Include specifications of all proposed system equipment and software, breakdowns including locations, quantities, dimensions, electrical and any applicable HVAC requirements of all equipment. Also provide elevation drawing of the proposed head end configuration.
- Provide documentation confirming frequency loading requirements.

- Provide predictive analysis of proposed design showing that the design and performance metrics are being met. Models per frequency band to ensure the proper signal coverage.
- Provide a brief overview of how the design of the proposed system will account for and mitigate passive intermodulation distortion (PIM).
- Provide equipment list by manufacturer, model number, quantity, and warranty.
- Selected Proposer shall work with and coordinate the design with WSPs to ensure DAS system is acceptable, and to obtain written rebroadcast approval by the WSPs.

F. Installation

- Provide by phase, major tasks, and time per phase/major task.
- The selected Proposer shall procure and install all passive and active equipment necessary to install, operate, and maintain the DAS system.
- The selected Proposer shall commission and test the DAS system in accordance with the manufacturer's instructions and the WSP requirements.
- The selected Proposer shall facilitate WSP activation activities and have personnel present at the time of commissioning of each initial WSP activation.
- After all signal sources are commissioned and operational, the selected Proposer shall perform a post installation survey validating the operation and performance of the entire DAS system.

G. Documentation

- System Documentation below due no later than an approved date after design approval.
- Complete documentation of all components, sufficient to enable use and maintenance of the products or techniques by others, including:
- Complete operations manual as made available by the manufacturer with parameter definitions and limits, and input and output examples.
- Complete installation instructions and description of any special operational requirements.

H. Maintenance and Technical Support

- The selected Proposer shall be responsible for ongoing maintenance and repairs and shall resolve system malfunctions within 24 hours of being reported. If necessary to ensure proper and continuous operation of the system, the selected Proposer shall provide a checklist of operational indications for DCU personnel so as to assure that the system is operating within assigned technical specifications. The selected Proposer shall also provide DCU with a 24/7/365 toll-free technical support line to be used to report and resolve any technical anomalies.

4. **Timetable** – The City wishes to have this system in operation as soon as possible. Proposers shall provide a proposed project schedule to include all phases of the project and a projected end date for system operability.

7. PRICE PROPOSAL

The “Proposal Price” shall reflect the value of the license agreement to be executed by City and Proposer for the term provided herein including initial annual license fee and proposed annual increases to same.

See attached sample – *Exhibit 2* for Price Offering format.

The proposal price must include the best offer to the City.

Price Proposal must be separate and sealed from Technical Proposal. Refer to front-end documents for submission requirements.

8. Comparative Evaluation Criteria:

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. The review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous,” “Advantageous,” and “Not Advantageous”

10-1 Qualifications of the Consultant

Highly Advantageous - The proposer has superior qualifications, resources and professional background appropriate to the project described herein and all project personnel, including professional experience of greater than five (5) successfully completed projects similar in scope to that contained herein.

Advantageous - The proposer has adequate qualifications, resources, and professional background appropriate to the project described herein and all project personnel, including professional experience of three (3) to five (5) successfully completed projects similar in scope to that contained herein.

Not Advantageous – The proposer does not have adequate qualifications, resources and professional background appropriate to the project described herein and all project personnel with professional experience of less than three (3) successfully completed projects similar in scope to that contained herein.

10-2 Quality of experience

Highly Advantageous - The proposed technical approach and scope of services demonstrates superior experience in providing services related to the City’s requirements. The project synopses demonstrate a wide depth of experience with similar projects, and prior experience with similar contracts. References indicate a strong ability to mobilize quickly and keep targeted completion milestones.

Advantageous - The proposed technical approach and scope of services demonstrates solid experience in providing services related to the City’s requirements. The project synopses demonstrate a good depth of experience with similar projects, and prior experience with

similar contracts. References indicate an ability to keep targeted completion milestones.

Not Advantageous - The proposer has not successfully had experience in providing services related to the City's requirements or with similar projects, and prior experience with similar contracts. References do not indicate an ability to keep targeted completion milestones.

10-3 Desirability of approach to the project and demonstrated understanding of the goals and requirements of the City and DCU Center.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a thorough understanding of the long-term impact and goals of the project. Proposal provides coverage of at least 95% of the interior areas and immediate exterior of DCU center with a carrier neutral dual network (open network for patrons and secured network for staff) capable of utilization across all licensed personal wireless spectrum with design for scalability and adaptable for future spectrum utilization.

Advantageous – The proposal demonstrates a good approach to the subject material and an understanding of the long-term impact and goals of the project. Proposal provides coverage of at least 80% of the interior areas and immediate exterior of DCU center with a carrier neutral dual network (open network for patrons and secured network for staff) capable of utilization across all currently licensed personal wireless spectrum but with limitations on scalability and adaptability for future spectrum utilization.

Not Advantageous – The proposal does not demonstrate a desirable approach to the project and does not demonstrate an understanding of the long-term impact and goals of the project. Proposal provides coverage of less than 80% of the interior areas and immediate exterior of DCU center with a carrier neutral dual network (open network for patrons and secured network for staff) capable of utilization across all currently licensed personal wireless spectrum but without scalability or adaptability for future spectrum utilization.

The City reserves the right to request clarification and amplification of submissions and reserves the right to meet to discuss the submission at a mutually agreed upon location.

10-4 Interview / Oral Presentation of Services (City Optional)

Highly Advantageous – The proposer's presentation was conducted by the individuals who will perform the services and included thorough, highly detailed information regarding how the firm will complete the scope of services. The presentation included multiple, relatable examples and dialog from services performed for other similar municipalities.

Advantageous – The proposer's presentation was conducted by some of the individuals who will perform the services and included adequately detailed information regarding how the firm will complete the scope of services. The presentation included one relatable example and dialog from services performed for other similar municipalities.

Not Advantageous – The proposer's presentation was conducted by the firm's sales team and not the individuals who will perform the services. It includes some information regarding how the firm will complete the scope of services, but was not clear as to the firm's ability to comply with the stated scope

of services. The presentation included no examples and dialog from services performed for other similar municipalities.

9. *EXHIBITS ATTACHED*

Sample contract

Pricing offer

Overview of DCU Center addition and renovation master plan drawing

First, second and third floors “as built”

Seating diagram

CONDITIONAL LICENSE AGREEMENT BETWEEN
THE CITY OF WORCESTER AND

3. **Schedule.** Contractor shall furnish the services and work as set forth in the Schedule, Exhibit ____, attached hereto and incorporated herein.

4. **Conditional License, Right of Entry and Services.**

4.1 **Purpose/License/Right of Entry.** The City hereby non-exclusively and conditionally licenses and grants entry to certain areas of the Facility as expressly set forth herein, to the Contractor for the Term (as it may be extended or earlier terminated) for the sole purpose of the Contractor's design, installation, operation, monitoring, update and maintenance of a DAS subject to the requirements set forth in this Agreement, as well as required by applicable federal, state and local law and the reasonable requirements of the Civic Center Commission and ASM Global (or its successor). This Agreement authorizes the use described but conveys no interest in the City's property. Contractor shall not record this instrument. Notwithstanding any provision to the contrary, the City makes no representation of any kind or nature regarding the condition of the Facility, including but not limited to the Licensed Area (defined below), which is provided "as is." Contractor acknowledges that it is solely responsible for and represents that it has performed an inspection of the Facility, as it deems necessary and has determined that the Facility, including such Licensed Area, is sufficient for the purposes of this Agreement. Contractor acknowledges that has not relied on any information contained the RFP or any statement made by the City in making such determination. Notwithstanding any provision to the contrary, Contractor acknowledges and agrees that the City makes not representation of any kind or nature regarding the number of events, the type of events, the number of people attending any event, or the number of attendees over the Term, or any portion thereof. The City shall not be liable for any damages incurred by Contractor in its use of the Facility, including the Licensed Area, including but not limited to damages resulting from water, insects, rodents, or theft, interruption or insufficiency of utilities, including but not limited to electricity. The Licensed Area is depicted and described at Exhibit B, attached hereto and incorporated herein. Contractor shall notify the City at least forty-eight (48) hours prior to entering the Facility for any services or work, including but not limited to that described in this Article 4 and will be granted reasonable access by the City or its designee.

4.2 **General Scope.** Contractor shall provide to the City, in accordance with the terms and conditions set forth herein, services required for the design and installation of a Neutral Host Multi-band Cellular Distributed Antenna System at the DCU Center in order to provide Personal Wireless Services to include but not limited to cellular/PCS voice, Text, Broadband, and Video and Data coverage inside and around the DCU Center, as further set forth in the RFP, (collectively the "DAS System"). The Scope of Work ("SOW") includes the work and services as detailed in Exhibit A, attached hereto and incorporated herein, and the RFP incorporated herein by reference and further includes the DAS Design (defined below). The Project is for the complete design, installation, operation, monitoring, update and maintenance of the indoor/outdoor DAS System at the DCU Center. Without limiting the generality of the foregoing, the DAS shall provide comprehensive coverage and signal, adding wireless interconnectivity throughout the DCU Center and immediately outside and around the Facility for both DCU patrons (through an "open" network) and for DCU staff and vendors (through a "secure" network) for e-commerce, ticket validation and other similar operational tasks. The SOW shall be conducted in accordance with the Schedule set forth in Exhibit D and in accordance with applicable law and industry standards.

4.3 **DAS Design.**

4.3.1 For the City's consideration and approval, as set forth in Section 4.3.3, below and Exhibits A & D, the Contractor shall, at its sole expense, prepare and propose to the City a complete DAS Design (plans prepared and stamped by architects and/or engineers licensed in Massachusetts and in compliance with Massachusetts

law) which shall include all drawings and supporting data to the level of detail sufficient to specify the following and such additional requirements as the City may reasonably require:

- a Design drawings including equipment placement, riser diagrams, and floor layouts, pathway and cable distribution;
- b Include specifications of all proposed system equipment and software;
- c Breakdowns including locations, quantities, dimensions, electrical and any applicable HVAC requirements of all equipment. Also provide elevation drawing of the proposed head end configuration;
- d Provide documentation confirming frequency loading requirements;
- e Provide predictive analysis of proposed design showing that the design and
- f Performance metrics are being met;
- g Provide models per frequency band to ensure the proper signal coverage;
- h Provide a brief overview of how the design of the proposed system will account for and mitigate passive intermodulation distortion (PIM); and
- i Provide equipment list by manufacturer, model number, quantity, and warranty.

Contractor shall further ensure that its proposed DAS Design complies with all Wireless Service Providers (“WSP”) technical design requirements and standards. The City may require the Contractor obtain additional insurance (either in amounts or types of coverage), at no cost to the City, as reasonable for the particular work anticipated.

4.3.2 Contractor shall perform a Radio Frequency (RF) Spectral Analysis of the DCU Center to fully understand existing signals and noise levels at the Facility. Based on the results of the RF Spectral Analysis, Contractor’s DAS Design shall fully protect existing equipment, infrastructure, systems, materials, and structures from damage, interference, and misuse. Without limiting the foregoing, the DAS Design shall protect the existing communications systems from harmful interference and ensure emissions from the DAS System do not interfere with other existing systems in or around the DCU Center, particularly Life Safety systems and public safety communications, security equipment, rooftop area equipment and systems, and other existing wireless systems (including, for example, those used by third party sports or entertainment productions).

Without limiting the breadth of the foregoing, Contractor shall include certification in its DAS Design proposal by a qualified radio frequency engineer that operation of the DAS, under maximum licensed operating parameters, will not cause interference with the frequencies used by the city, commonwealth or any other public safety agency used for public safety communications and shall further provide a list of radio frequencies Contractor will use at the Facility, which list shall be updated as needed.

4.3.3 During the preparation of the DAS Design and *to the extent applicable*, the Contractor shall review the project plans with the Center for Living and Working, the City Manager’s Advisory Committee on Persons with Disabilities, and with Rights Equality & Dignity for the Disabled to ensure that the project design meets or exceeds accessibility requirements. The City department in charge of the administration of the Contractor’s services shall be responsible for coordinating the aforementioned reviews.

4.3.4 Before Contractor commences any work, said DAS Design shall be submitted to the City for its prior written approval. Within thirty (30) calendar days after receipt of the DAS Design, City shall, in writing, either approve the same or notify Contractor of its disapproval, specifying in what respects said submittal is unacceptable. The City’s failure to respond within said time period shall not constitute a constructive approval. Further, no aspect of the DAS Design shall be deemed to waive any requirement of this Agreement unless expressly and clearly identified as a change to said requirements. Notwithstanding any provision to the contrary, no aspect of the DAS Design shall be deemed approved to the extent that it fails to comply with any applicable

federal, state or local law. In the event of the City's disapproval, Contractor shall, within fifteen (15) calendar days after such notice is given, provide a new or corrected submittal to the City, which shall be subject to review and approval under the same conditions as the original. Said process shall be repeated until DAS Design has been approved. Upon City's written approval, the DAS Design shall be deemed automatically incorporated into and made a part of this Agreement (final approved plans attached at Exhibit C). The DAS Design shall, at all times, remain in conformity with good design practice, the requirements of RFP and all other terms and conditions of this Agreement. No changes to the approved DAS Design may be made without the City's prior written approval.

4.3.5 Notwithstanding any provision to the contrary, the City's review, approval, acceptance of, or payment for any of the work or services furnished shall not be construed to operate as a waiver of any obligations Contractor may have or any rights (including but not limited to causes of action) the City may have pursuant to this Agreement.

4.4. Installation. Promptly following the City's final approval under Section 4.3 above, Contractor shall commence and diligently install the DAS System, as set forth in the DAS Design. In accordance with Section 4.1, Contractor shall have the right to access the Licensed Area, as well as other areas of the Facility as reasonably necessary to install the DAS Design (e.g., hardware, equipment, wiring), subject to the City's (or its designee's) approval. During this phase, the Contractor shall procure and install all passive and active equipment necessary to install, operate, and maintain the DAS System; commission and test the DAS System in accordance with the manufacturer's instructions, the requirements of this Agreement and the WSP requirements, and; facilitate WSP activation activities. The Contractor, whenever practicable, shall use existing cable trays in order to minimize the impact on the Facility.

4.4.1 Contractor shall be solely responsible to monitor and supervise any and all work relating to the DAS System at no cost to the City. Contractor shall immediately inform the City of any damage to City property or to the property of any third party. To the extent such damage is caused by Contractor, Contractor shall promptly repair or replace such property at its sole cost.

4.4.2 Contractor shall, as part of its installation and at no cost to the City, install a dedicated electrical sub-meter for its electric use, including the electric use of its Subcontractors, relating to this Project. Contractor shall further make timely payment, to the City or directly to the electric company (National Grid, or any successor), as the City may direct, for the actual cost of such electrical service.

4.4.3 Without limiting the requirements set forth elsewhere in this Agreement or in the RFP, Contractor shall make all practical efforts to minimize noise and vibrations caused by the operation of its materials and equipment, particularly preventing disturbance and/or interference with any events and/or use of the DCU Center.

4.4.4 Contractor shall obtain, at its sole expense, all permits, licenses, and other authorizations required for its work and/or services.

4.4.5 To the extent required by applicable law, Contractor shall pay prevailing wage.

4.4.4 Contractor shall further obtain a Payment Bond and Performance Bond, each reflecting 100% of the value of the initial installation work. Payment Bond in the amount of _____ Dollars and no cents (\$ _____) and a Performance Bond in the amount of _____ Dollars and no cents (\$ _____) with sureties satisfactory to the City to (a) guarantee the faithful performance by the Contractor of all its obligations under this Agreement and (b) constitute the security for the

payment by the Contractor and its subcontractors for all labor performed or furnished and for all materials used or employed in connection with this Agreement. Said bonds shall be on the form set forth in the RFP. At the sole discretion of the City, Contractor shall obtain such payment and performance bonds, at no additional cost to the City, for repair, maintenance and/or upgrade work.

4.4.5 Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work, for the acts and omissions of the Contractor, its consultants, WSPs, licensors, licensees, subcontractors, and any other persons performing any work at the DCU Center (collectively, "Subcontractor"), and for the failure of any of them to carry out the Work in accordance with the Contract Documents. Without limiting the generality of the foregoing, Contractor shall ensure that a qualified supervisor is present, on site, at any time any Subcontractor is performing work in the DCU Center.

4.4.6 After all signal sources are commissioned and operational, Contractor shall perform a post installation survey validating the DAS System's operation and performance. Said survey shall be submitted to the City. Upon completion of installation and said survey, Contractor shall submit to the City an As-Built plan depicting the entire DAS System, including but not limited to all wireless facilities, materials, wires and equipment.

4.5 Provision of Services. In addition to the requirements set forth in the RFP, the DAS System should provide all personal wireless services coverages including all office areas, arenas, conference rooms, meeting areas, or other building specific areas of the DCU Center; 95% percent coverage within and immediately outside the DCU Center at the levels required by the RFP, and shall support the currently deployed frequencies and other WSP.

4.6 Maintenance and Technical Support. Commencing at the completion of the DAS System installation, and continuing for the remainder of the Term of this Agreement, as well as any extension thereof, Contractor shall, at its sole expense, maintain, operate and monitor (including but not limited to repairing or replacing any portion of component, as needed) the approved DAS System, including each and every component thereof. Maintenance shall be performed to ensure that the DAS System is fully operational and satisfies all of the requirements of this Agreement, including but not limited to the RFP. In addition to any other remedies available to the City, if Contractor fails to maintain any portion of the DCU Center infrastructure on which the DAS System, or any component thereto, is located, the City shall have the option to perform work to remedy such failure and Contractor shall reimburse the City for its expenses. For clarity, the DAS System shall include but not be limited to any and all equipment and materials installed for the Project at the Facility, whether by the Contractor or any Subcontractor.

4.6.1 In addition, Contractor shall provide 24/7/365 technical support to the City, as set forth in Exhibits A-C and the RFP, which is attached hereto and incorporated herein.

4.7 Restoration of Site Work. Contractor shall restore any portion of Facility that has been disturbed pursuant to this Agreement to the condition it was prior to Contractor's work on the area.

4.8 Significant Upgrades, Repairs, Maintenance. Whenever Contractor determines or this Agreement requires upgrades, repairs, maintenance and/or other work at the Facility, the applicable provisions of Article 4 shall apply, including but not limited to the City written approval of design changes, the Contractor's responsibility for Subcontractors, insurance and bonds, RF protections, compliance with applicable federal, state and local laws and the reasonable requirements of ASM Global and the Civic Center Commission.

5. **Information Furnished by City.** The City shall, so far as the work under this Agreement may require, furnish Contractor with the relevant information it may have concerning this Project, subject to any third party restrictions. The City does not guarantee the accuracy or completeness of such information.
6. **Ownership of Documents.** Drawings, specifications, designs and reports are instruments of service and are the property of the City, whether the work for which they are made is executed or not, and said instruments of service shall not be used by the Contractor on other work except by written approved by the City. Additionally, such instruments of service are not intended or represented to be suitable for reuse by the City. If the City reuses such instruments of service on any project other than this Project without the involvement or prior written authorization from the Contractor, said reuse shall be at the City's sole risk; provided however, the City shall not be responsible for uses or actions by any third party.
7. **Consultants, Subcontracting, Successors & Assignments.** Except as authorized in Exhibit F, the Contractor shall not employ consultants, subcontract, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Contractor from its responsibility for the professional and technical accuracy and the coordination of all data, designs, specifications, estimates and other work or materials furnished. Contractor shall be responsible for any and all conduct, acts and omissions, whether intentional or unintentional, of its employees and Subcontractors. By appropriate written contract, Contractor shall require each subcontractor, to the extent of the services to be performed by it, to be bound to Contractor and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement assumes toward the City.
8. **Fee.** In consideration of Contractor's entering into this Agreement, Contractor shall pay to the City a Fee not less than \$_____ for the Term, as further set forth in Exhibit D, Fee Breakdown.
- 8.1 The Fee is comprised of a base fee, which shall be owed to the City regardless of volume of data streamed using the DAS System. In addition to the base fee, Contractor shall also pay the City \$_____ per _____ of data streamed using the DAS System, as set forth in Exhibit D.
- 8.1.1 Contractor shall make payment to the City (in advance) for the first twelve (12) month's (for this section, "Year") base fee on the execution date of this Agreement, and each subsequent Year's installment payment on the anniversary date each Year thereafter.
- 8.1.2 At each such anniversary date, Contractor shall also pay (in arrears) the City for the volume of data streamed at the DCU Center for the prior Year.
- 8.1.3 Contractor, at its sole cost, shall provide City with an opportunity to review copies of all WSP Agreements within fourteen (14) calendar days of the execution. In addition, Contractor shall permit City, by its designee, during normal business hours to review for auditing purposes complete and unredacted copies of the WSP Agreements. Contractor shall further make complete and unredacted copies available to City and its auditors for audits regarding the payment due, pursuant to Section 8.1.3, above, to the City. Contractor acknowledges and agrees that WPS Agreements, once provided to the City, shall not be confidential and their disclosure shall not be restricted.
- 8.2 Contractor shall pay the City interest at the rate of ten percent (10%) per annum for any unpaid Fee payments, and on any and all other unpaid fees or charges of any kind.
- 8.3 All payments shall be made payable to the City of Worcester and timely delivered by the Contractor to the City's Treasurer and Collector, City Hall, 455 Main Street, Worcester, MA 01608.

8.4 In the event of any extension of this Agreement beyond the Term, the parties agree that the Fee shall be increased by mutual agreement.

9. Professional Responsibility. The Contractor shall perform all services required by this Agreement in a good, timely, thorough and workmanlike manner, in accordance with the Agreement, and further in accordance with the highest degree of professional skill and care exercised under similar circumstances by professionals practicing in the same or similar locality and industry.

9.1 The Contractor shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished under this Agreement. The Contractor shall furnish appropriate competent professional services for each aspect and task so that detailed checking or reviewing by the City is not necessary.

9.2 In no event and notwithstanding any provision to the contrary, the City's review, approval, acceptance of, or payment for any of the services furnished shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

9.3 The Contractor acknowledges that it is cognizant of and fully familiar of the laws with the Commonwealth of Massachusetts governing the work related to this Agreement, including but not limited to bidding and award of construction contracts by municipal awarding authorities. The Contractor shall perform any and all services it renders to the City under this Agreement in compliance with the relevant provisions of said laws in affect at the time documents are initially prepared.

9.4 Without limiting the generality of other provisions of this Agreement, in the event that any aspect of the Contractor's performance fails to comply with applicable law due to the Contractor's negligence, the Contractor shall make all necessary corrections at no cost whatsoever to the City.

10. Insurance.

10.1 Contractor shall obtain and maintain errors and omissions insurance at its sole expense, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney's fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement. Errors and omissions insurance shall cover professional errors and omissions of Contractor, its employees, officers and professional subcontractors. Coverage under each policy will be a minimum of Five Million Dollars (\$5,000,000) for each occurrence and Ten Million Dollars (\$10,000,000) in the aggregate. Contractor shall to provide thirty (30) days prior written notice to the City prior to any cancellation or termination of such insurance. If coverage is claims made, instead of occurrence basis, insurance shall include not less than three year "tail" coverage.

10.2 Contractor shall obtain and maintain in a company or companies to which the City has no reasonable objection, such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations and activities under this Agreement, whether by itself or by any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis and shall be in force at all times during the Term of this Agreement, occurrence basis insurance coverages pertaining to commercial liability, property damage, data breach and cyber in at least the following amounts:

- Commercial General Liability - \$5,000,000 per occurrence/\$10,000,000 aggregate, Providing coverage for personal injury, bodily injury (including death) and property damage. Property damage coverage shall be "all risk" coverage, including (i) premises/operations, (ii) independent

contractors, (iii) products/completed operations, (iv) personal and advertising injury, and (v) contractual liability, including covering the indemnification obligations of this Agreement;

- Excess/Umbrella Liability - \$10,000,000 per occurrence;
- Automobile Liability/Combined Single Limit - \$2,000,000 (all owned, hired and non-owned autos);
- Data breach coverage - \$5,000,000 per occurrence;
- Cyber liability policy - \$5,000,000 per occurrence; and
- Contractor shall also obtain and maintain in force at all times during the term of this Agreement Workers Compensation insurance satisfying the Massachusetts statutory requirements.

10.3 A waiver of subrogation favoring the City shall be included in the policy(ies) for all coverage.

10.4 The City shall be named as an additional insured on said coverage and certificates, except workers compensation coverage and errors and omissions coverage. Contractor will be solely responsible for deductible/retention amounts. Contractor shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) calendar days prior to the effective date of such reduction or cancellation. Contractor shall furnish certificates of insurance evidencing coverage of the types and amounts required above upon request, in a form satisfactory to the City.

10.5 Such insurance amounts shall not serve to limit Contractor's liability arising under this Agreement. Contractor's insurance shall be primary and non-contributory to any City insurance.

10.6 Contractor acknowledges that the City is self insured and shall not be required to furnish insurance coverage for this Agreement.

11. Indemnification.

11.1 For claims arising out of or relating to negligent errors and omissions in the performance of professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the negligence of, or the breach of this Agreement by, the Contractor, its officers, or any person employed by the Contractor, or any Subcontractor for whom the Contractor is responsible under this Agreement.

11.2 For all other claims, to the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever brought because of any injury (including death) or damage received or sustained by any person. Without limiting the generality of the foregoing, the above shall include any claim alleging infringement or misappropriation of any intellectual property furnished by the Contractor, or by anyone for whose acts the Contractor may be liable.

11.3 In no event shall the City be required to indemnify, defend or hold harmless Contractor.

12. Remedies/Termination.

12.1 Termination of Contract for Cause. If either party fails to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if either party violates any of the terms, covenants and conditions of this Agreement, then the offended party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Contractor with federal, state or City funds under this Agreement shall, at the option of the City, become its property. The Contractor shall not be relieved of liability to the City for damages sustained by the City for breach of this Agreement and for personal injury, property damage or otherwise by virtue of any termination of the Agreement. The City may withhold payments, if any, to the Contractor for the purpose of set-off until such time as the exact amount of damages to the City from the Contractor is determined.

12.2 Termination for Convenience of the City of Worcester. The City may terminate this Agreement, in its sole discretion, at any time by giving not less than thirty (30) days notice in writing to the Contractor. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Contractor with federal, state or City funds under this Agreement shall, at the option of the City, become its property. The Contractor shall not be relieved of liability to the City for damages sustained by the City for breach of this Agreement and for personal injury, property damage or otherwise by virtue of any termination of this Agreement. The City may withhold payments, if any, to the Contractor for the purpose of set-off until such time as the exact amount of damages sustained by the City is determined.

12.3 Suspension by the City. In the event that Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if Contractor violates any of the terms, covenants and conditions of this Agreement, then the City may, in its sole discretion and without limiting its remedies set forth in any other section of this Agreement, suspend this Agreement for a period of not more than ninety (90) calendar days by giving written notice to the Contractor of its intention to so suspend and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of such suspension. Contractor shall be solely responsible for its costs incurred as a result of said suspension. Further, the Contractor shall not be relieved of liability to the City for damages sustained as a result of Contractor's failure to meet its obligations under this Agreement, and the City may withhold payments, if any, to the Contractor for the purpose of set-off until such time as the exact amount of damages to the City from the Contractor is determined.

12.4 Suspension/Termination Expenses. In the event of any suspension and/or termination of this Agreement, the Contractor shall continue to pay the City in accordance with Section 8 herein. Contractor shall have no right to recover suspension and/or termination expenses of any kind or nature against the City.

12.5 Removal of Equipment, Materials, Items. Upon expiration or earlier termination of this Agreement, Contractor shall remove all Contractor's property, including but not limited to equipment, materials (including but not limited to fiber, conduit and wiring), and other items from the Facility, and restore the Facility to the same condition as originally received by Contractor (ordinary wear and tear excepted). If the City removes and disposes of any remaining property, Contractor shall pay to the City the reasonable costs of removal and disposal.

13. Notices. Any notices required to be given in accordance with this Agreement shall be in writing and shall be sent by a recognized overnight courier, personal delivery or by certified mail, return receipt requested, to the parties at their respective addresses as set forth below. Such delivery of the notice shall be deemed complete when received.

If to City:

If to Contractor:

Chief
Department of Public Facilities
50 Officer Manny Familia Way
Worcester, MA 01605

With a copy to:
City Manager
Room 309, City Hall
455 Main Street
Worcester, MA 01608

14. Miscellaneous.

14.1 Reports and Information. At such times and in such forms as the City may require, the City may request and the Contractor shall not unreasonably refuse to provide such statements, records, reports, data and information, pertaining to matters covered by this Agreement.

14.2 Audits and Inspections. Without limiting additional specific requirements set forth elsewhere in this Agreement, at any time during business hours and as often as the City may deem necessary, the Contractor shall, at no cost, make available to the City or its representatives for examination all non-confidential records with respect to all matters covered by this Agreement and shall permit the City or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

14.3 Independent Contractor. Contractor is an independent contractor and not an employee of the City of Worcester.

14.4 Non-Discrimination. In all hiring or employment made possible by or resulting from this Agreement, Contractor (1) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and (2) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. No person in the United States shall, on the ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from the contract. Contractor and each employer shall comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

14.5 Contractor's Third Parties. Contractor represents that it has not and will not violate any term or condition of any agreement that Contractor has with any third-party and Contractor shall be during the term of this Agreement fully authorized by any such third-party, to satisfy the full extent of its obligations under this Agreement without additional cost, obligation or limitation to the City.

14.6 Relocation. Upon sixty (60) calendar days written notice, the City, at any time and from time to time, may require Contractor, at Contractor's sole expense, to remove, rearrange, or relocate all or any portion of its Equipment, materials and other items located within the Facility and/or to temporarily suspend operations if the City determines, in its reasonable discretion, that the removal, rearranging or relocation or suspension of operations is needed to facilitate the repair, maintenance, and/or improvements of the Facility, or any aspect

thereof, including that of third party contractors. Notwithstanding the 60 day notice period above, the City may provide shorter advance notice if the circumstances reasonably require a reduced notice period. The City shall make reasonable efforts to provide the Contractor with another reasonably equivalent location, as applicable.

14.7 Confidential Information. Contractor acknowledges that it may have access to information of the City and/or City's consultants, contractors, license holders and the like that is marked as or may reasonably be understood to be confidential information related to activities pursuant to this Agreement. In such an event, Contractor agrees that, except as required by law, such confidential information may be used only for the purposes set forth in this Agreement and that Contractor shall protect such confidential information in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care.

14.8 Compliance with Laws. In the performance of this Agreement, each party shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, as well as all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

14.9 Rights Reserved. The City reserves the right to change policy expounded herein due to policy changes dictated by federal, state or municipal agencies. Contractor shall comply with any and all federal, state and local laws, regulations and rules controlling or relating to this Agreement, as may be issued from time to time.

14.10 Headings. The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

14.11 Amendments. This Agreement may be amended or modified only by written instrument duly executed by the parties.

14.12 Severability. If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

14.13 Survivorship. Those provisions that by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and privacy provisions, shall survive the expiration, cancellation, or termination of this Agreement.

14.15 Taxes. The City is exempt from any taxes. The City's Massachusetts Exemption Certificate provided on request. The City shall have no obligation to pay any taxes relating to this Agreement.

15. Conflict of Interest. The Contractor warrants that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer, and shall not during the course of this Agreement offer, anything of any value to any employee of the City in connection with this Agreement. The Contractor further warrants that no employee of the City, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Contractor, and that no employees of the City have or will have a direct or indirect financial interest in this Agreement. Violation of this section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this section shall not waive any claims for damages the City may have against the Contractor.

16. Certifications Required by Law. The Contractor, by executing this document, certifies the following:

- (a) it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement for services;
- (b) that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Contractor;
- (c) that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Agreement for engineering services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Contractor; and
- (d) that the Contractor, and any consultant to or subcontractor for the Contractor, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Contractor, and any consultant to or subcontractor for the Contractor, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this Agreement pursuant to Section 13(a) and take any other action authorized by law to collect any amounts due the City.

17. Applicable Law. The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement, without giving effect to its provisions regarding choice of laws. Any suit brought hereunder shall be brought in the state or federal courts sitting in Worcester County, Massachusetts, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Massachusetts law. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. The City does not intend and this Agreement shall not be interpreted to waive the protections of any federal, state or local law, regulation or ordinance, including but not limited to the Tort Claims Act, G.L. c. 258.

18. Waiver. Neither Parties' failure to act with respect to a breach by the other shall waive the offending party's right to act with respect to subsequent or similar breaches. The failure of either Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

19. No Third Party Beneficiary. Except as expressly set forth in this Agreement, the Parties affirmatively state that this Agreement is not intended to confer any express or implied benefits on any other person, including but not limited to any Subcontractor or affiliate of the Contractor. To the full extent allowed by law, this Agreement shall confer no third party beneficiary status on any person.

20. Entire Agreement. This Agreement, including the RFP and addenda, and Contractor's Proposal, contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties. All exhibits, attachments, appendix, schedules and riders referenced herein are hereby incorporated and made a part of this Agreement.

21. Multiple Originals. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

RECOMMENDED:
DEPARTMENT OF PUBLIC FACILITIES

CONTRACTOR

Julie A. Lynch, Chief

[name and title]

Christopher Gagliastro, Purchasing Director

Approved as to form:

CITY OF WORCESTER

Karen A. Meyer
Assistant City Solicitor

Edward M. Augustus, Jr.
City Manager

PAYMENT BOND

KNOW ALL BY THESE PRESENTS, that _____, a _____
corporation/LLC duly established by law and having a usual place of business at _____,
as PRINCIPAL, and _____, a
corporation organized under the laws of the State of _____ and duly authorized and admitted under
the provisions of Chapter 175 of the Massachusetts General Laws, as amended, to transact the business of a
fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester,
a municipal corporation within the Commonwealth of Massachusetts, in the sum of
_____ (\$ _____) lawful money of the United States of America,
to be paid to the City of Worcester, its successors and assigns, to the payment of which, well and truly to be
made, the PRINCIPAL and the SURETY bind themselves, their respective heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the City of
Worcester, said Agreement being for the _____ in the City of Worcester,
Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall pay for all labor
performed or furnished and for all materials used or employed or any appliance and equipment used or
employed or rented or hired out in the execution of said Agreement and in any and all duly authorized
modifications, alterations, extensions of time, changes or additions to said Agreement that may hereafter be
made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being
hereby waived, the foregoing to include any other purposes or items set out in, and, to the extent applicable, to
be subject to, the provisions of Massachusetts General Laws, Chapter 149, Section 29 and Chapter 30, Section
39A, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the
SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this
instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-
laws and votes, powers of attorney, and letters of appointment and authorization, certificate copies of which
documents are annexed to this bond and may be introduced in evidence as if a part hereof.

_____. (SEAL)

By: _____

_____. (SEAL)

Attorney-in-Fact

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that _____, a corporation/LLC duly established by law in the state of _____ and having a usual place of business at _____, as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____ and duly authorized and admitted under the provisions of Chapter 175 of the Massachusetts General Laws, as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester, a municipal corporation within the Commonwealth of Massachusetts, in the sum of _____ (\$_____) lawful money of the United States of America, to be paid to said City of Worcester, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the City of Worcester, said Agreement being for the _____ in the City of Worcester, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the said PRINCIPAL shall well and faithfully perform all the terms and conditions of said Agreement on its part to be kept and performed as therein stipulated, including guarantee and maintenance provisions therein, and shall pay for all materials furnished and for all labor performed in the execution of said Agreement, and shall indemnify and save harmless the said City of Worcester as therein stipulated, then this obligation shall be of no effect; otherwise it shall remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way effect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of said Agreement, or to the work, or to the specifications.

In the event that the Agreement is abandoned by the Contractor, or is terminated by the City of Worcester, under the provisions thereof, said SURETY hereby further agrees that it shall, if requested in writing by the City of Worcester, take such action as is necessary to complete said Agreement.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificate copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

_____ (SEAL)

By: _____

_____ (SEAL)

Attorney-in-Fact

EXHIBIT 2
PRICE PROPOSAL

The City of Worcester intends to enter into an agreement with an initial term of ten (10) years with optional renewal terms

The City of Worcester encourages the Proposer to submit a price offering that maximizes the financial benefit to the City.

1. Total license fee for first year of initial term: \$ _____
2. Proposed license increase for 2nd and each additional provider utilizing system:
\$ _____
3. Proposed annual increase for each additional year (including renewal terms) _____ %
4. Proposed total fee amount after 10 years: \$ _____

Print or Type Name: _____

Print or Type Title: _____

Name of Organization: _____

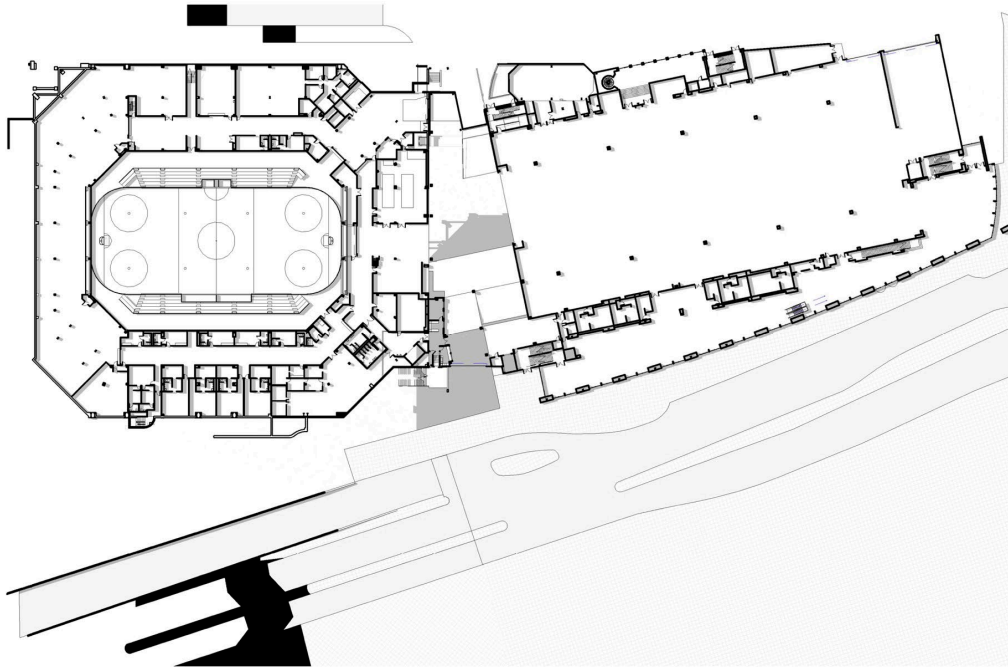
Address: _____

Date: _____

EXHIBIT 6 OVERVIEW OF DCU CENTER ADDITION AND RENOVATION MASTER PLAN DRAWING

DCU Center Addition & Renovation Master Plan

1

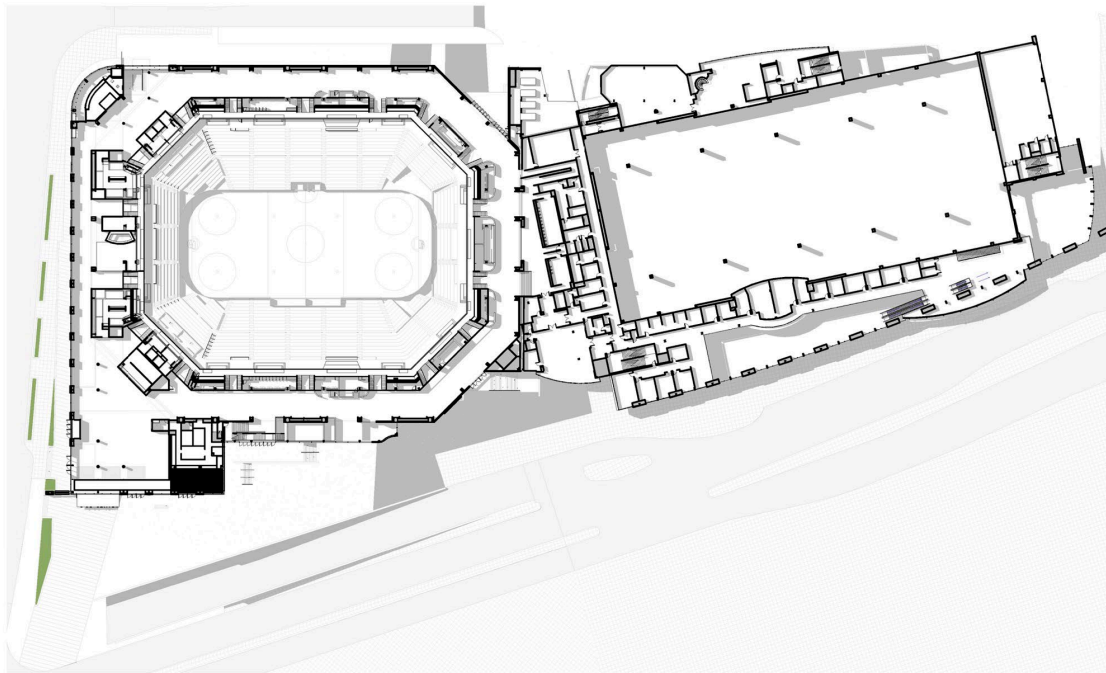


① EXISTING - EVENT LEVEL
1/64" = 1'-0"

06/30/17



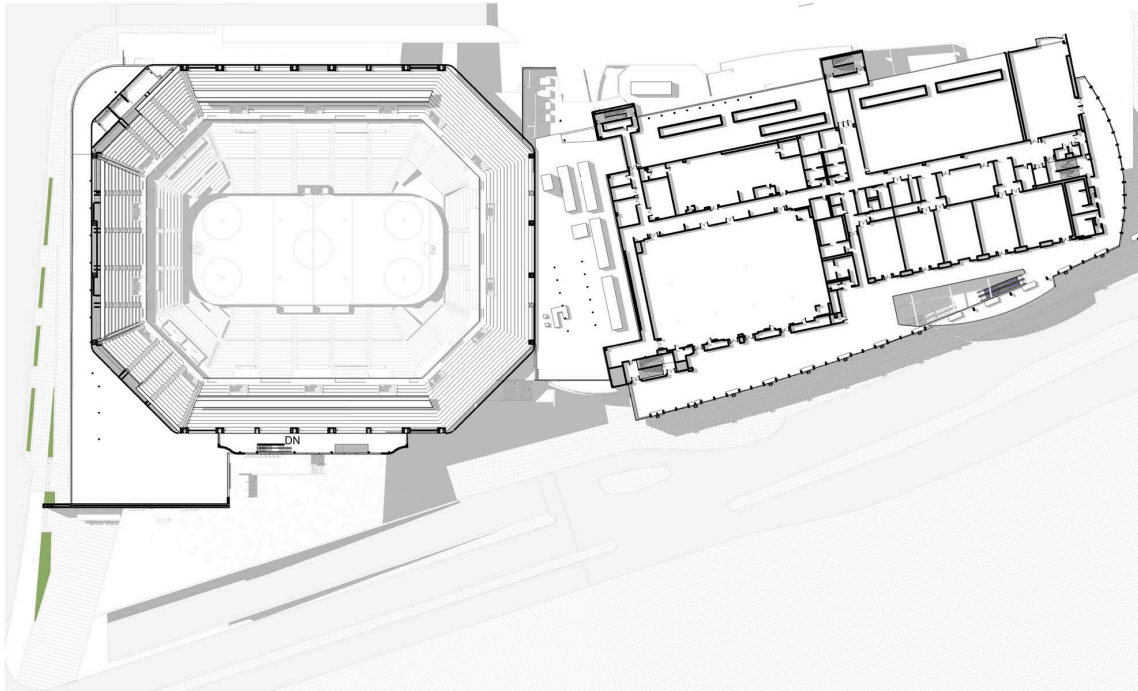
POPULOUS



① EXISTING - MAIN CONCOURSE / MEETING LEVEL
1/64" = 1'-0"
06/30/17



POPULOUS®

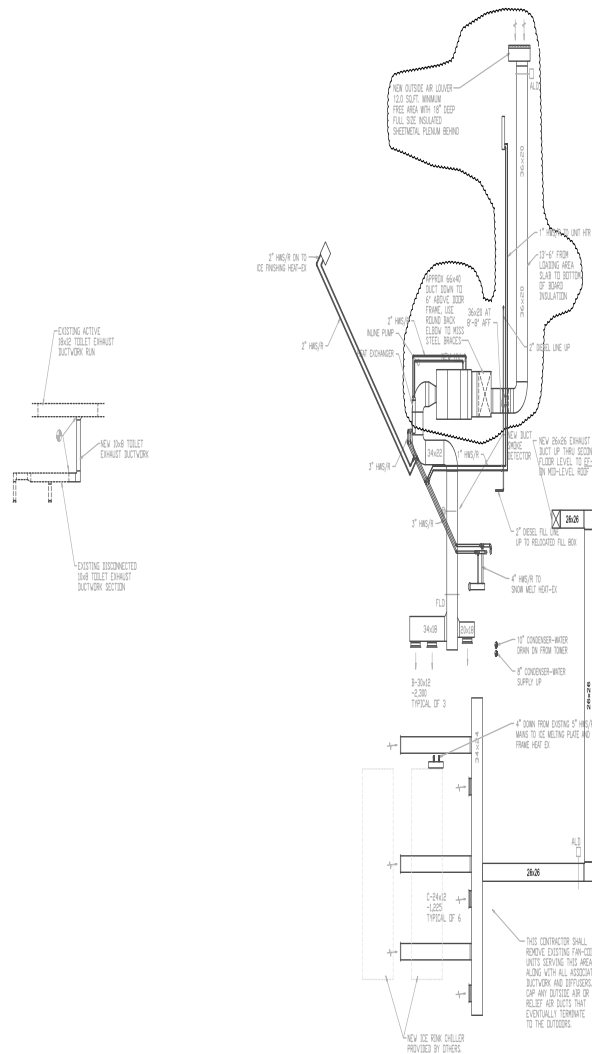


① EXISTING - UPPER CONCOURSE / BALLROOM LEVEL
1/64" = 1'-0"

06/30/17

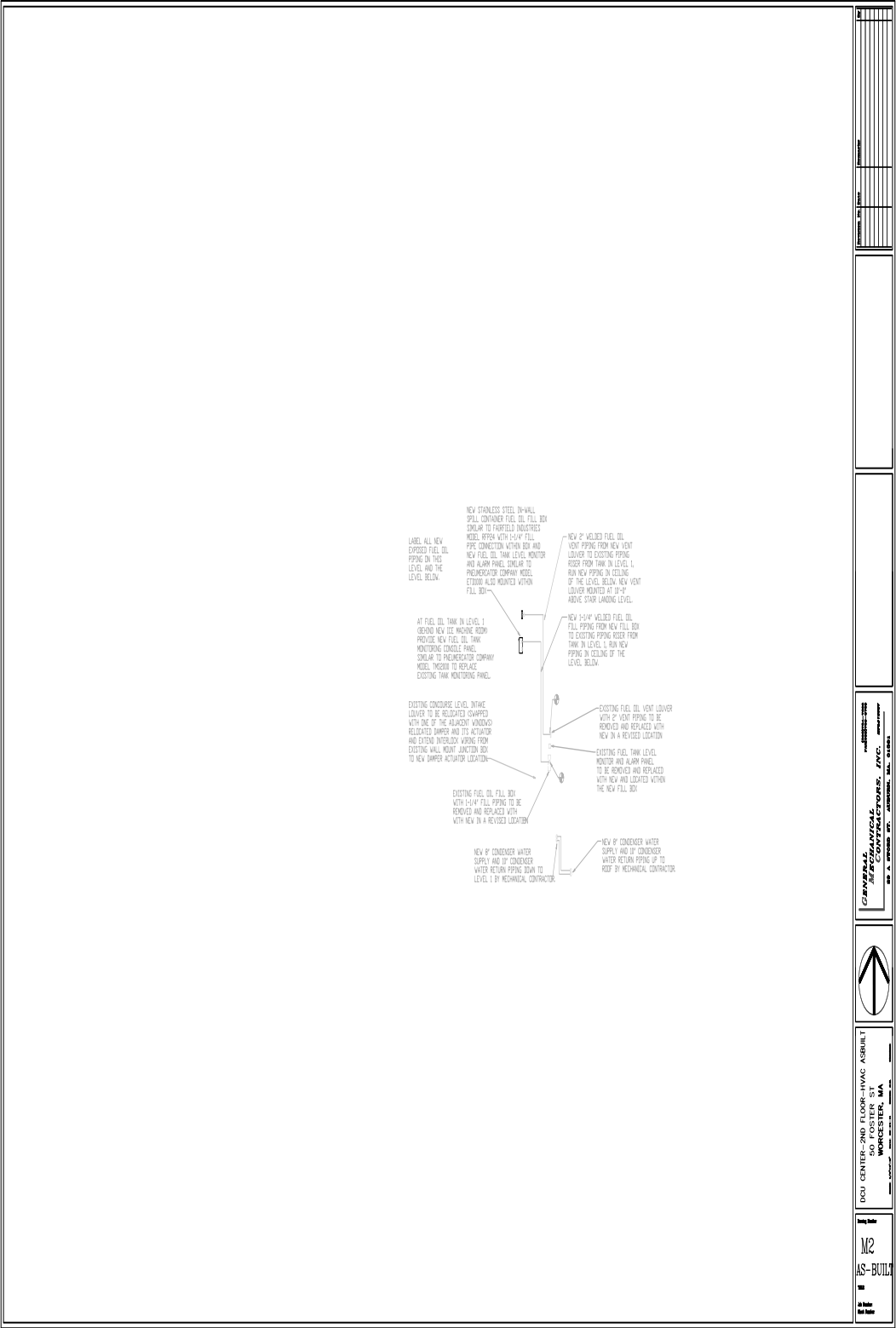
POPULOUS

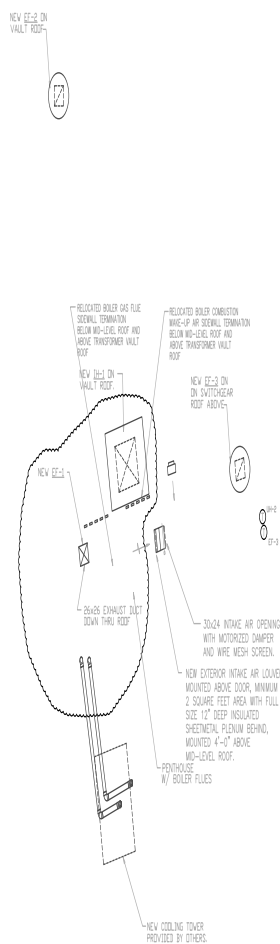
EXHIBIT 7 FIRST, SECOND AND THIRD FLOORS “AS BUILTS”
1st Floor



 <p> GENERAL MECHANICAL <i>INC.</i> CONTRACTORS, INC. <small>equal opportunity</small> </p>	<p> 1-800-321-7263 <small>outside MA only</small> </p>	<table border="1"> <tr> <th>Estimate No.</th> <th>Date</th> <th>Revised By</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	Estimate No.	Date	Revised By																											
	Estimate No.	Date	Revised By																													
<p> DCU CENTER-FIRST FLOOR-HVAC ASSEMBLY 50 FOSTER ST WORCESTER, MA </p>	<p> AS-BUILD <small>100</small> </p>	<p> Rev. 1 10/1/88 </p>																														

2nd Floor



3rd Floor

NOTE: EF-1 DUCT RUNS
BEHIND EXISTING
BOILERS INTO GARAGE

1001 CENTER THIRD FLOOR-HWAC ASBUILT 50 FOSTER ST WORCESTER, MA		GENERAL MECHANICAL CONTRACTORS, INC. 1000 STATE ST WORCESTER, MA 01602	PROJECT NO. 1001 DATE 10/1/01	DRAWING NO.
				SHEET NO.

EXHIBIT 8 SEATING DIAGRAM

