

REQUEST FOR PROPOSALS FOR
Cell Tower Infrastructure and Asset Valuation Services

ISSUING OFFICE

Pennsylvania Turnpike Commission

**Office of Chief Financial Officer
In conjunction with the
Property Management Department**

RFP NUMBER

14-10220-4809

DATE OF ISSUANCE

June 18, 2014

REQUEST FOR PROPOSALS FOR
Cell Tower Infrastructure and Asset Valuation Services
RFP 14-10220-4809

TABLE OF CONTENTS

Part I	- GENERAL INFORMATION FOR PROPOSERS	1
Part II	- INFORMATION REQUIRED FROM PROPOSERS	7
Part III	- CRITERIA FOR SELECTION	10
Part IV	- WORK STATEMENT	12

APPENDIX A - PROPOSAL COVER SHEET

APPENDIX B – INSURANCE REQUIREMENTS

APPENDIX C – TOWER LOCATIONS

COPIES OF APPENDIX C WILL BE PROVIDED BY WRITTEN REQUEST ONLY. SEND REQUESTS FOR APPENDIX C TO RFP-Q@paturndpike.com WITH RFP 14-10220-4809 IN THE SUBJECT LINE. REQUEST MUST INCLUDE YOUR COMPANY NAME, CONTACT PERSON, AND EMAIL ADDRESS.

PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. The Pennsylvania Turnpike Commission (Commission) seeks to retain the services of a firm, with specific Cell Tower Infrastructure and Asset Valuation experience to evaluate Commission cell tower assets. Through this RFP process, the Commission seeks to appoint a firm who will be responsible for providing advisory services and preparing a report evaluating the Commission's Cell Tower Program to maximize the benefits of its existing assets. The report shall include an evaluation of the Commission's current cell tower infrastructure, assessing market competitiveness, exploring future leasing opportunities and valuing Commission cell tower assets to optimize or leverage any potential outcome.

I-2. Issuing Office. This RFP is issued for the Commission by the **Office of Chief Financial Officer in conjunction with the Property Management Department.**

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement.

A. General Description

The Commission is soliciting requests for proposals from firms experienced in evaluating cell tower assets for the purpose of providing cell tower infrastructure valuation in order for the Commission to maximize the benefits of its cell tower assets, including the evaluation of Commission cell tower infrastructure and assessment of market competitiveness and future leasing opportunities.

B. Requested Services

Provide advisory services and a report which evaluates the existing cell tower program and what the Commission should do to maximize the benefits of its existing assets. These benefits should include, but are not limited to, maximize cell tower infrastructure, access market competitiveness and future leasing opportunities and evaluate any potential outsourcing opportunities for the Commission's Cell Tower Program.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a **fixed fee**. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I.9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with RFP 14-10220-4809 in the Subject Line to be received no later than **12:00 PM local time on Monday, June 30, 2014.** All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger on or before **2:00 PM local time on Tuesday, July 22, 2014.** The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **Ten (10)** hard copies of the Technical Submittal and **Ten (10)** hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and Cost, along with**

all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format is required. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least One Hundred and Twenty (120) days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will

limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and

the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end two (2) years thereafter. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer’s Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or

person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.

- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.
- k. If, as a result of this procurement, the successful Proposer recommends the making of a contract or a course of action of which the making of a contract is an express or implied part, the successful Proposer would be ineligible to propose or bid on any such RFP/RFQ or bid.

I-24. Insurance. Proposer will comply with the Insurance requirements as described in Appendix B - Insurance Requirements.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of the completed proposal cover sheet (use Appendix A) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1, A through H hereof; (ii) Cost Submittal, in response to Part II-2 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1 Technical Submittal.

A. Proposal Cover Sheet (**Appendix A**)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **Cell Tower Infrastructure and Asset Valuation Services, RFP 14-10220-4809**. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

B. Cover Letter and Executive Summary

This letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources.

Summarize your understanding of our organization, your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. (Limit to two pages.)

C. Table of Contents

Include a clear identification of the material by section and by page number.

D. Firm Overview

Provide a brief history and description of your firm's business organization and its cell tower infrastructure and asset valuation service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number

and types of cell tower infrastructure and asset valuation consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the evaluation of the Commission's cell tower program as described in Section IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your cell tower infrastructure and asset valuation services expertise and experience as it relates to Part IV of this RFP. Additionally include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide cell tower infrastructure and asset valuation services in accordance with the same.

Describe your firm's experience in providing similar cell tower infrastructure and asset valuation services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized cell tower infrastructure and asset valuation services your firm may offer.

G. Approach

Provide a description of the proposed approach/methodology that you will follow in the assessment along with a project plan and realistic timeline that identifies the phases and tasks required to complete the assessment. Include in this section the deliverables and reports that will be provided, the project controls that will be used, and the tasks that will be performed.

Note: The Commission is interested in conducting the assessment as expeditiously as possible and would favor an approach that moves aggressively to complete the assessment while still providing a thorough assessment that fully meets all of the requirements of the RFP.

Provide a description of all of the deliverables that you will provide as an output of the assessment, including samples and, at a minimum, a table of contents for each deliverable.

Provide relevant samples of deliverables from similar assessment projects that your firm was primarily responsible for producing.

H. Commitment to Diversity and Inclusion

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

II-2 Cost Submittal.

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM, SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Provide a detailed description of costs for each task as outlined in IV-4. It is anticipated that the selected Proposer will be compensated by the Pennsylvania Turnpike Commission on a fix fee basis. Any costs not provided in the cost proposal will be assumed as a no charge to the Commission.

The Contractor shall only perform work on the Contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under the Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Proposer and Personnel Qualifications and Experience
 - a. Proposer's relevant experience and expertise in conducting cell tower infrastructure and asset valuation services as it relates to the requirements discussed in Part IV of this RFP.
 - b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
 - c. Financial ability of the Proposer to undertake a project of this size.
 - d. Response of references if the Commission elects to solicit them.

2. Approach

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for conducting cell tower infrastructure and asset valuation services as it relates to the requirements discussed in Part IV of this RFP.
- c. Responsiveness to the Commission's desire for expeditious timeline for completion.
- d. Quality, completeness and applicability of sample deliverables provided.
- e. Responsiveness, organization, and clarity of Proposal.

3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

4. Disadvantaged, Minority and Women Business Enterprise (D/M/WBE)

This refers to the inclusion of D/M/WBE firms, as described in Part II-1, H, and the extent to which they are expected to participate in the Contract. Participation will be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The Pennsylvania Turnpike Commission intends to retain the services of a firm that has experience in cell tower infrastructure and asset valuation.

b. Specific. This firm will be required to provide advisory services and produce a report addressing the maximum benefits of the Commission's existing cell tower assets as it relates to the following:

1. Evaluating Communications Infrastructure
2. Assessing Market Competitiveness
3. Exploring Future Leasing Opportunities
4. Optimizing or leveraging any potential outcome (i.e. Outsourcing)

IV-2. Nature and Scope of the Project. Prepare a report that encompasses all Turnpike Commission cell tower facilities, system wide as listed in Appendix C – Tower Locations.

IV-3. Requirements. Upon Notice to Proceed, the chosen contractor will be allotted Two (2) years to complete the report with quarterly updates. The Commission will expect Ten (10) hard copies of the report as well as a CD of the report.

IV-4. Task

1. Evaluating Communications Infrastructure. Evaluate the existing Commission owned structures and note where there is marketable space remaining on those structures.
2. Assessing Market Competitiveness. Review and assess the existing leases in the various markets and determine if the value received for the lease is competitive in the respective market. The Commission understands that market prices for tower space may vary between urban and rural locations.
3. Exploring Future Leasing Opportunities. The Commission owns other leasable land near its Limited Access Highway system. The firm should evaluate those sites for leasing potential. Additionally, the firm should advise if there are specific "Marketable Areas" along the Commission's Limited Access Highway System for which a specific cell carrier might have an interest.
4. Optimizing or leveraging any Potential Outcome (i.e. Outsourcing). Assess the profitability of outsourcing versus in-house management of the cell tower program. This shall include a cost analysis showing the following:
 - a. The monetary benefit to the potential Purchaser/Lessee.
 - b. The monetary benefit to the Commission.
 - c. Savings to the Commission over the duration of the sale/lease.
 - d. Loss to the Commission over the duration of the sale/lease.

- e. How profits from additional cell carrier colocations and any additional income generated from the sites will be distributed.
- f. How a potential Purchaser/Lessee will address space required by the Turnpike Commission, OPRS/Statewide Radio Network, 911, or any countywide or statewide radio needs.

IV-5. Reports and Project Control. Prepare a report which evaluates the existing cell tower program and provides a cost benefit analysis to determine whether the Commission should continue to manage the program in-house or monetize the towers in order to maximize the benefits of its existing assets. These benefits should include, but are not limited to, evaluating cell tower infrastructure, assessing market competitiveness, exploring future leasing opportunities and evaluating any potential outsourcing opportunities for the Commission's Cell Tower Program.

Final Report. The final report should be submitted to the Commission no later than two (2) years from the notice to proceed with quarterly updates. It shall be accurate, complete and signed by the person(s) responsible for the report. The report shall be delivered to the project manager in hard copy (single-sided) and electronically in MS Word and pdf format. The report must be approved by the project manager for compliance and completeness before it will be considered as a completed deliverable for payment purposes. The report shall contain, at a minimum, a title page, table of contents, executive summary, introduction, and detailed evaluations and assessments including any recommendations. In addition, all referenced materials and documents shall be attached as exhibits. The following should be considered when preparing the report:

- (1) Summarize the result of the study and analysis of the tasks in terminology that will be meaningful to management and others generally familiar with the subject areas.
- (2) Describe data collection and analytical and other techniques used during the study.
- (3) Summarize findings, conclusions, and recommendations developed in each task.
- (4) Include all supporting documentation; e.g., flow charts, forms, questionnaires, etc.
- (5) Recommend a time-phased work plan for implementing the recommendations.]

APPENDIX A– PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission
Cell Tower Infrastructure and Asset Valuation Services

RFP# 14-10220-4809

Enclosed in two separately sealed submittals is the technical and cost proposal for the Proposer identified below for the above referenced RFP:

Proposer Information:	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/> Technical Submittal	<input type="checkbox"/> Cost Submittal
Signature	
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____	
Print Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

APPENDIX B

The Pennsylvania Turnpike Commission

Cell Tower Site Selection – Insurance Requirements

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Professional Service Contractor will provide and maintain the following minimum levels of insurance at Professional Service Contractor's own expense. The cost of the required insurance shall be included in the Professional Service Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Professional Service Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Professional Service Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the Pennsylvania Turnpike Commission (the "Commission"). If found to be non-compliant, the Commission may purchase the required insurance coverage(s) and the cost will be borne by the Professional Service Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the Professional Service Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Professional Service Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Professional Service Contractor. If Professional Service Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Professional Service Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Professional Service Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Professional Service Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Professional Service Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

APPENDIX B

The Pennsylvania Turnpike Commission

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Professional Service Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Professional Service Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Professional Service Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the Commission.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional Service Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) The Commission, (including the Commission's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSURED(S) on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The Commission reserves the right to require Professional Service Contractor to name other parties as additional insureds as required by the Commission.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

APPENDIX B

The Pennsylvania Turnpike Commission

- g) Waiver of Rights of Subrogation: Professional Service Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Professional Service Contractor.
- h) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Professional Service Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Professional Service Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Professional Service Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Professional Service Contractor arising in the course of operations under the contract. The Professional Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

REQUIRED COVERAGE - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. Workers' Compensation and Employer's Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) USL&H, and FELA Coverage, if applicable.
- d) Includes sole proprietorships and officers of corporation who will be performing the work.
- e) Where applicable, if the Professional Service Contractor is lending or leasing its employees to the Commission for the work under this contract (e.g. crane rental with operator), it is the Professional Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

APPENDIX B

The Pennsylvania Turnpike Commission

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) No Exclusions for development, construction, building conversion, etc with respect to the project's location and / or where the work is to be completed by the Professional Service Contractor.
- e) Coverage for "Resulting Damage".
- f) No sexual abuse or molestation exclusion.
- g) No amendment to the definition of an "Insured Contract" except as noted below.
- h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Professional Service Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. **Commercial Umbrella Liability:**

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.

APPENDIX B

The Pennsylvania Turnpike Commission

- b) Minimum Limits of Liability
 - Occurrence Limit: \$5,000,000
 - Aggregate Limit (where applicable): \$5,000,000

5. Professional Liability Insurance:

(IF DESIGNATED BY **PROFESSIONAL SERVICE CONTRACTOR'S SCOPE OF WORK**)

- a) Minimum Limits of Liability
 - Per Claim Limit: \$5,000,000
 - Aggregate Limit: \$5,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.
- c) Coverage shall be extended to cover "Green Building", if applicable.

6. Privacy Liability:

(IF DESIGNATED BY **PROFESSIONAL SERVICE CONTRACTOR'S SCOPE OF WORK**)

- a) Professional Service Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from their work with this contract.
- b) Minimum Limits of Liability:
 - Per Claim: \$1,000,000
 - Aggregate: \$1,000,000
- c) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

7. Indemnification:

To the extent permitted by law limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. Professional Service Contractor shall indemnify and hold harmless The Pennsylvania Turnpike Commission, its commissioners, and their agents, servants, employees and representatives (the "Indemnified Parties") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work under this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Professional Service Contractor, anyone directly or indirectly employed by

APPENDIX B

The Pennsylvania Turnpike Commission

them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In claims against any person or entity indemnified under this paragraph by an employee of the Professional Service Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation of this subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Professional Service Contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

These Indemnification provisions shall survive the termination of this Contract.

Addendum No. 1

RFP #14-10220-4809

Cell Tower Infrastructure and Asset Valuation Services

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

Following are the answers to questions submitted in response to the above referenced RFP as of June 30, 2014. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. IV-4. TASK – Exploring Future Leasing Opportunities – Question – “The Commission owns other leasable land near its Limited Access Highway System.” Can the Commission provide a list of all sites and leasable land pursuant to this RFP?

Answer to Question #1 – The Commission does not plan to release this type of information prior to award.

2. IV-4. Task – Optimizing or Leveraging any Potential Outcome – Question – At what point, if applicable, will the Commission provide specific information about the current costs for in-house management of the cell tower program?

Answer to Question #2 – The Commission does not plan to release this type of information prior to award.

3. I-22. – Term of Contract – Would the Commission consider a Term of Contract greater than two years after the Effective Date?

Answer to Question #3 – No

4. II-1. – G. Approach – The Commission requests a project plan. In lieu of a “project plan,” are there any other alternative formats in which information can be submitted to adequately meet this requirement? Further, will details about specific tasks and expected timeframes for completion provide sufficient information to address this requirement?

Answer to Question #4 – Section G. Approach sets forth the requirements.

All other terms, conditions and requirements of the original RFP dated June 18, 2014 remain unchanged unless modified by this Addendum.