Thank you for your interest in the Commonwealth of Pennsylvania’s Solicitation For Proposals for a license to install a distributed antenna system at the Pennsylvania Farm Show complex and Expo Center, located at 2300 N. Cameron Street, Harrisburg PA.

Enclosed you will find Solicitation for Proposals #PDA-SFP-2013-1 (SFP). The SFP contains information that will guide you in preparing and submitting a proposal.

Proposals must be received in the office of the Contracts and Procurement Division at the address below no later than 3:30 p.m., December 9, 2013. Late proposals will not be considered.

Proposal must be submitted in a sealed envelope with the words “Farm Show Distributed Antenna System Proposal” printed boldly on the front of the envelope. Also show the following information on the front of the envelope: “SFP #PDA-SFP-2013-1, Due Date December 9, 2013.” Please supply five (5) hard copies and at least one (1) electronic copy. Do not submit anything else in this same sealed envelope with your proposal.

Please be advised that this is a Proposal Solicitation Process. The Commonwealth of Pennsylvania reserves the right to reject any and all proposals, waive any defect or negotiate for better terms. To ensure that your proposal is considered, please be sure to carefully read the whole document and follow all instructions.

If you have any questions concerning the enclosed SFP, please contact William K. Dempster, the Issuing Officer at (717) 787-5674 or bdempster@pa.gov.
SOLICITATION FOR PROPOSALS #PDA-SFP-2013-1

LICENSE FOR INSTALLATION OF
DISTRIBUTED ANTENNA SYSTEM
AT THE PENNSYLVANIA FARM SHOW COMPLEX AND
EXPO CENTER

HARRISBURG, PENNSYLVANIA
COMMONWEALTH OF PENNSYLVANIA

Date of Issue: November 4, 2013

Issuing Office:
Pennsylvania Department of Agriculture
Contracts and Procurement Division
Bureau of Administrative Services
Room 102
2301 Cameron Street
Harrisburg, PA 17110-9408
# SOLICITATION FOR PROPOSALS # PDA-SFP-2013-1

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I. GENERAL INFORMATION FOR PROPOSERS

PURPOSE:
Through this Solicitation for Proposals (SFP), the Department of Agriculture is seeking proposals from interested parties to enter into a license agreement for the installation of a distributed antenna system at the Farm Show Complex & Expo Center, 2300 North Cameron Street, Harrisburg PA 17110. The term of this license shall be ten years beginning on January 1, 2014.

ISSUING OFFICE:
The Department of Agriculture Contracts and Procurement Division has issued this SFP for the Commonwealth of Pennsylvania. The sole point of contact is:

Issuing Officer: William K. Dempster
Department of Agriculture
Contracts and Procurement Division
2301 N. Cameron Street
Harrisburg, PA 17110-9408
Phone: (717) 787-5674
Fax: (717) 783-9733
bdempster@pa.gov

SCOPE:
The SFP contains instructions governing the proposals to be submitted, the requirements that must be met to be eligible for consideration, and a description of the Commonwealth’s and the selected licensee’s responsibilities.

COMMENCEMENT:
There exists an existing License Agreement for a cellular tower on wheels at the Farm Show Complex. The term of that existing License Agreement is month-to-month. If the Commonwealth executes a License Agreement as a result of this SFP, the existing License Agreement will be terminated. The Commonwealth desires any new License Agreement executed as a result of this SFP to be in effect, the installation complete, and patrons to have access to the signal provided by the distributed antenna system, by no later than August 1, 2014.

RESPONSE DATE:
To be considered, proposals must arrive at the Issuing Office no later than 3:30 p.m., December 9, 2013. No late proposals will be considered.

SUBMISSION OF PROPOSALS:
To be considered, interested parties must submit a complete response to this SFP, using the format provided in the “Proposal Requirements” section of this document. Proposers will make no other distribution of their proposals. Proposals must be signed by an official who is authorized to bind the interested party to its provisions. For this SFP, the proposal must remain firm and binding for at least 90 days from the deadline for proposal submission. Moreover, the conditions of the selected proposal will become binding obligations if a license agreement is entered into with the Commonwealth.

Proposers must submit a complete proposal. Failure to include any of the required information will delay evaluation of the proposal and may, at the Commonwealth’s sole discretion, result in its rejection.
Proposals must be submitted in a sealed envelope with the words “Farm Show Complex Distributed Antenna System License Proposal” printed boldly on the front of the envelope. Also print SFP# PDA-SFP-2013-1, DUE DATE December 9, 2013.

Each Proposer submitting a proposal specifically waives any right to withdraw or modify it, except that the Proposer may withdraw its proposal by written notice received at the Issuing Office’s address specified for proposal delivery prior to the exact hour and date specified for proposal receipt. A Proposer or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Proposer may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the SFP requirements.

ECONOMY OF PREPARATION:
Proposals should be prepared simply and economically, providing straightforward, concise descriptions of the interested party’s ability and intentions to meet the requirements of the SFP.

TYPE OF AGREEMENT:
The selected proposer will be expected to enter into a license agreement in substantially the same form as attached in Appendix A. The terms and conditions of this SFP and the selected Proposer’s proposal will be incorporated into the license agreement by reference. All definitions and terms and conditions contained in Appendix A are applicable to this solicitation.

ADDENDA TO THE SFP:
If it becomes necessary to revise any part of this SFP, an addendum will be issued to all Proposers who received the original SFP. For those who downloaded the SFP from the PA Department of General Services website, it will be their responsibility to check the website for addenda to the SFP prior to submitting proposals.

QUESTIONS AND ANSWERS:
If a Proposer has any questions regarding this solicitation, the Proposer must submit questions by email, with the subject line “SFP # PDA-SFP-2013-1 Question” to the Issuing Officer. All questions of this nature must be asked prior to the pre-proposal conference to ensure a timely response. All responses will be posted to the PA Department of Agriculture website. All questions and responses posted will be considered an addendum to, and part of this SFP. Each Proposer shall be responsible to monitor the PA Department of Agriculture website for new and revised SFP information.

PRE-PROPOSAL CONFERENCE:
A mandatory pre-proposal conference will be held at 10:00am on November 18, 2013. All parties will meet in the lobby of the Farm Show Complex, Cameron Street entrance, 2300 North Cameron Street, Harrisburg PA. From there, a walk-through of all facilities will be conducted. After that walk-through the actual pre-proposal conference will commence in the Farm Show Complex Board Room.

The purpose of this conference is: 1) clarify any points in the SFP; 2) allow proposers to have a tour of the physical facilities. The pre-proposal conference is for information only. Answers furnished during the conference will not be official until verified, in writing, by the Issuing Office. All questions and written answers will be answered as an addendum to and become part of the SFP.
REJECTION OF PROPOSALS / CANCELLATION OF SFP:
The Issuing Office reserves the right, in its sole and complete discretion, to reject any and all proposals received as a result of this SFP or cancel the SFP, at any time prior to the time a license agreement is fully executed, when it is in the best interests of the Commonwealth.

INCURRING COSTS:
The Issuing Office is not liable for any costs Proposers incur in preparation and submission of its proposal, in participating in the SFP process or in anticipation of award of the license agreement.

DISCUSSIONS FOR CLARIFICATION:
Proposers may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to license agreement execution.

BEST AND FINAL OFFERS:
To obtain best and final offers from Proposers whose proposals are determined by the Commonwealth, in its sole discretion, to be reasonably susceptible of being selected for award, the Commonwealth may (a) enter into negotiations; and (b) schedule oral presentations; and (c) request revised proposals.

CONTRACT NEGOTIATIONS:
The Issuing Office will notify all Proposers in writing of the Proposer selected for license negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors and in its sole discretion, the proposal that is most advantageous to the Pennsylvania Department of Agriculture, Farm Show Complex & Expo Center.

AWARD:
The proposal that is determined to be most advantageous to the Pennsylvania Department of Agriculture, Farm Show Complex & Expo Center will be offered for execution a License Agreement in substantially the form set forth in Appendix A. Proposers whose proposals are not selected will be notified when negotiations have been successfully completed and the Issuing Office has received the final negotiated license signed by the selected Proposer.

NOTICE TO PROPOSERS OF COMMITMENT TO SMALL DISADVANTAGED BUSINESSES:
The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers. A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business. A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than $7 million in gross annual revenues for building design, $20 million in gross annual revenues for sales and services and $25 million in gross annual revenues for those businesses in the information technology sales or service business. Questions regarding this Program can be directed to:

Department of General Services, Bureau of Small Business Opportunities
Room 611, North Office Building, Harrisburg, PA 17125
Phone: (717) 783-3119 | Fax: (717) 787-7052
Participation by Small Diverse Businesses may be an important factor in the Commonwealth’s selection of a proposal for a license to install a distributed antenna system. The amount of consideration given by the Commonwealth for the Small Diverse Business participation offered by a proposer will be based upon the following in order of priority:

<table>
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<td>Priority Rank 1</td>
<td>A proposal submitted by a proposer that is a Small Diverse Business.</td>
</tr>
<tr>
<td>Priority Rank 2</td>
<td>A proposal submitted by a joint venture with a Small Diverse Business as a joint venture partner.</td>
</tr>
<tr>
<td>Priority Rank 3</td>
<td>A proposal submitted by a proposer with subcontracting commitments to Small Diverse Businesses. Proposers are encouraged to attain the aspirational goal of 20% participation by Small Diverse Businesses.</td>
</tr>
<tr>
<td>No Ranking</td>
<td>A proposal submitted by a proposer that is not a Small Diverse Business and that is not in a joint venture with a Small Diverse Business and that makes no specific percentage commitment to Small Diverse Businesses.</td>
</tr>
</tbody>
</table>

Each proposal will be evaluated for its approach to enhancing the utilization of Small Diverse Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor, and the succeeding options receiving consideration in accordance with the above-listed priority ranking. For subcontract and supplier commitments, the percentage commitment will be based upon the expressed percentage of installation, and any other costs incurred over the life of the proposed license, that the proposer commits to pay to Small Disadvantaged Businesses.

**SELECTED PROPOSER RESPONSIBILITIES:**
The selected Proposer (Licensee) will be required to assume responsibility for all commitments offered in the proposal whether or not the Licensee actually performs them. Further, the Commonwealth will consider the Licensee to be the sole point of contact with regard to contractual matters.

**EMPLOYEE BACKGROUND CHECKS:**
The Licensee will be required, at its cost and expense, to arrange for a background check for each of its employees, as well as the employees of any of its sub-contractors (collectively referred to hereinafter as “employees”), who will have on-site access to the premises and/or equipment to perform functions under the license agreement. Request for criminal history record checks can be obtained at: [http://epatch.state.pa.us](http://epatch.state.pa.us). The criminal history record check must be conducted for each employee and submitted to Farm Show Complex Security for approval prior to assignment to the premises. No employee will be given on-site access or remote electronic access to the premises until the
Commonwealth approves that employee. If at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor which raises concerns about building security, or if information comes to the licensee concerning an employee’s propensity to, or connection with violent or terroristic behavior, the licensee must: (1) not assign that employee to any Commonwealth facilities, (2) remove any access privileges. The Commonwealth may withhold its approval at its complete discretion. For the purposes of the requirement, a negative background check is one that contains activity classified as a felony or misdemeanor or any report containing information that indicates an employee’s propensity to, or connection with violent or terroristic behavior. A positive background check is one that contains no activity classified as a felony or misdemeanor and no knowledge or report containing information that indicates an employee’s propensity to, or connection with violent or terroristic behavior.

**DISCLOSURE OF PROPOSAL CONTENTS:**

**Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Proposers’ submissions in order to evaluate proposals submitted in response to this SFP. Accordingly, except as provided herein, Proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any Proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

**Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office’s option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth statute or regulation, or rule or order of any court of competent jurisdiction.

**Public Disclosure.** After the award of a contract pursuant to this SFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. If financial capability information is submitted in response to this SFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**NEWS RELEASES:**

Proposers shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this SFP without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**ORDER OF INTERPRETATION:**

If any discrepancies in interpretation arise, the terms of the License Agreement are the first point of reference, the Solicitation for Proposal and all attachments are second, and the Proposal is the third.
RESTRICTION OF CONTACT:
From the issue date of this SFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this SFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Proposer’s proposal. If the Issuing Office later discovers that the Proposer has engaged in any violations of this condition, the Issuing Office may reject the offending Proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Issuing Office. A Proposer who shares information contained in its proposal with other Commonwealth personnel and/or competing Proposer personnel may be disqualified.

PROPOSER’S REPRESENTATIONS AND AUTHORIZATIONS:
By submitting its proposal, each Proposer understands, represents and acknowledges that:

a. All of the Proposer’s information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the license. The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission.
b. The Proposer has arrived at the contents of its proposal independently and without consultation, communication, or agreement with any other Proposer or potential Proposer.
c. The Proposer has not disclosed the material terms of this proposal to any other firm or person who is a Proposer or potential Proposer for this SFP, and the Proposer shall not disclose any of these items on or before the potential submission deadline.
d. The Proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal, or to submit a proposal less favorable to the Commonwealth than this proposal, or to submit any intentionally noncompetitive proposal.
e. The proposer makes its proposal 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 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 the Proposer has disclosed in its proposal.
g. To the best knowledge of the person signing the proposal for the Proposer and except as the Proposer has otherwise disclosed in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth included but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owned to the Commonwealth.
h. The Proposer is not currently under suspension or debarment by the Commonwealth, any other state or the Federal government, and if the Proposer cannot so certify, then is shall submit along with its proposal a written explanation of why it cannot make such a certification.
i. The Proposer has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the distributed antenna system described in the proposal or the specifications for the distributed antenna system described in the proposal.
j. Each Proposer, by submitting its proposal authorizes Commonwealth Agencies to release to the Commonwealth information concerning the Proposer’s Pennsylvania taxes, unemployment and workers’ compensation liabilities.
k. Until the selected Proposer receives a fully executed and approved license from the Issuing Office, there is no legal and valid license or agreement of any kind, in law or in equity, and the Proposer shall not begin to perform.

II. PROPOSAL REQUIREMENTS

Proposers must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the SFP. Proposers should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. Each Proposal shall consist of the following submittals:

A. **Cover Letter:** Proposals must include a cover letter signed by an individual authorized to contractually bind the proposer to the contents of the proposal.

B. **Distributed Antenna System Proposal**

C. **Small Diverse Business participation submittal**

The Issuing Office reserves the right to request additional information which, in the Issuing Office’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 SFP.

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

**DISTRIBUTED ANTENNA SYSTEM PROPOSAL:**

The *Distributed Antenna System Proposal* shall include the following:

- **Statement of the Problem.** State in succinct terms your understanding of the problem presented and the solution required by this SFP.
- **Management Summary.** Include a narrative description of the proposed plan for installation of a distributed antenna system and the benefits to be gained by the Commonwealth as a result of accepting your proposal, specifically to include the financial compensation to be paid to the Farm Show Complex for the license agreement for proposer’s distributed antenna system in the Farm Show Complex.
- **Work Plan.** Describe in narrative form your technical plan for accomplishing the installation, and whatever continued work, maintenance, upgrade, or any other work, service or access to the Farm Show Complex are anticipated over the life of the license agreement, as well as the mode, method and manner of administration of the financial compensation scheme to be implemented to compensate the Farm Show Complex for the license agreement for proposer’s distributed antenna system.
- **Prior Experience.** Include experience in installing and operating distributed antenna systems in public venues and facilities. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the
customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

- **Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee’s name and, through a resume or similar document, the project personnel’s education and experience in installing and operating distributed antenna systems. Indicate the responsibilities each individual will have in this project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

- **Financial Capability.** Describe your company’s financial stability and economic capability to perform the SFP requirements. Provide your company’s financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company’s Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate a Proposer’s financial capability.

- **Any Objections and Additions to License Terms.** The Proposer will identify which, if any, of the terms (contained in Appendix A) it would like to negotiate and what additional terms the Proposer would like to add to the license terms. The Proposer’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office’s sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the license terms. The Proposer shall not request changes to the other provisions of the SFP, nor shall the Proposer request to completely substitute its own terms for Appendix A. All terms must appear in one integrated contract. The Issuing Office will not accept references to the Proposer’s, or any other, online guides or online terms contained in any proposal. Regardless of any objections set out in its proposal, the Proposer must submit its proposal on the basis of the terms set out in Appendix A. The Issuing Office will reject any proposal that is expressly conditioned on the negotiation of the terms set out in Appendix A or to other provisions of the SFP.

**ADDITIONAL REQUIREMENTS:**

- The Licensee must secure and maintain all required approvals, permits, licenses and authority to act as intended in the Proposal and to own, operate and maintain the distributed antenna system proposed to be installed, operated and maintained at the Farm Show Complex. The Licensee must comply with all applicable statutory and regulatory telecommunications, health and safety standards.

- Licensee shall provide auditable reports of revenues and other factual and statistical data as requested by the Commonwealth, to the extent compensation to the Commonwealth is measured by revenues of Licensee.

**INSURANCE AND INDEMNITY:**

Proposer as the Licensee shall provide and be responsible for the purchase and maintenance of the following insurances:
• Workers Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees, or the employees of its contractors, working at the premises.
• Comprehensive General Liability Insurance with a minimum of $500,000 per person and $2,500,000 per occurrence personal injury and property damage combined.
• Products Liability Insurance with a minimum of $2,000,000 aggregate limit.
• Fire and Extended Coverage Casualty Insurance on all equipment owned by the Licensee located at the Farm Show Complex with a minimum limit of the fair market value or replacement cost of all equipment, whichever is greater.
• The above listed liability insurances shall name the Commonwealth of Pennsylvania, Department of Agriculture and Farm Show Commission as additional insured and the coverage shall be on an occurrence basis.
• The Licensee must provide the Commonwealth with current certificates of insurance as delineated above. These certificates must contain a provision that coverage afforded under the policies will not be changed or cancelled until the Commonwealth has received at least 30 days prior written notice.
• The Licensee shall indemnify and hold harmless the Commonwealth from any liability for injury to persons, including wrongful death, or damage to property arising out of its operations on the premises of the Farm Show Complex.

**SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL:**

Participation by Small Diverse Businesses may be an important factor in the Commonwealth’s selection of a proposal for a license to install a distributed antenna system, particularly in the event that competing proposals appear to be reasonably equivalent in an assessment of which is most advantageous to the Commonwealth. In such an event, the priority given by the Commonwealth for the Small Diverse Business participation offered by a proposer will be determined by the following in order of priority:

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<tr>
<td>Priority Rank 1</td>
<td>A proposal submitted by a proposer that is a Small Diverse Business.</td>
</tr>
<tr>
<td>Priority Rank 2</td>
<td>A proposal submitted by a joint venture with a Small Diverse Business as a joint venture partner. The nature of the participation by each joint venture partner should be clearly and quantitatively articulated.</td>
</tr>
<tr>
<td>Priority Rank 3</td>
<td>A proposal submitted by a proposer with subcontracting/supplier commitments to Small Diverse Businesses. The commitment should be based upon an expressed percentage of installation, and any other costs incurred over the life of the proposed license, that the proposer commits to pay to Small Disadvantaged Businesses.</td>
</tr>
<tr>
<td>No Ranking</td>
<td>A proposal submitted by a proposer that is not a Small Diverse Business and that is not in a joint venture with a Small Diverse Business and that makes no specific percentage commitment to Small Diverse Businesses.</td>
</tr>
</tbody>
</table>
Proposals will be evaluated for its approach to enhancing the utilization of Small Diverse Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor, and the succeeding options receiving consideration in accordance with the above-listed priority ranking.

To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Proposer must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as follows: A Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.

The Proposer must include in the Small Diverse Business participation submittal of the proposal the following information:

a. The name of each Small Diverse Business. The Proposer will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.

b. The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.

c. The location where each Small Diverse Business will perform services.

d. The timeframe for each Small Diverse Business to provide or deliver the goods or services.

e. A subcontract or letter of intent signed by the Proposer and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total installation.

f. The name, address and telephone number of the primary contact person for each Small Diverse Business.

g. The name and telephone number of the Proposer’s project (contact) person for the Small Diverse Business information.

The Proposer’s Small Diverse Business participation submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.

A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals. A Proposer that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Proposers.

The selected licensee’s Small Diverse Business commitment will be incorporated as an obligation in the license. Any proposed change must be submitted to the Department for approval.
Appendix A

Distributed Antenna System License Agreement

This Distributed Antenna System License Agreement ("AGREEMENT") is made and entered into this ______day of ________, 2013, by and between the Commonwealth of Pennsylvania, acting by and through the Department of Agriculture ("DEPARTMENT" or "LICENSOR"), 2301 North Cameron Street, Harrisburg PA 17110 and ________________ ("LICENSEE"), having a mailing address of _______________________________________________________.

WITNESSETH:

WHEREAS, LICENSEE is engaged in the business of providing telecommunication services to its business customers; and

WHEREAS, LICENSEE desires to operate a Distributed Antenna System (DAS), including small cell components, on DEPARTMENT property, known as the Pennsylvania Farm Show Complex and Expo Center, 2300 North Cameron Street, Harrisburg, County of Dauphin, Pennsylvania 17110; and

WHEREAS, LICENSEE has applied for a license to operate a Distributed Antenna System (DAS), along with a right-of-way for access and a right-of-way for utilities, on DEPARTMENT property known as the Pennsylvania Farm Show Complex and Expo Center, 2300 North Cameron Street, Harrisburg, County of Dauphin, Pennsylvania 17110 ("PROPERTY"); and

WHEREAS, the Distributed Antenna System (DAS) will be operated on a part of DEPARTMENT land for which LICENSEE currently has no right of way or public service line license; and

WHEREAS, pursuant to Section 514 of the Act of April 9, 1929, P.L. 177, No. 175, as amended, 71 P.S. §194, DEPARTMENT, with the approval of the Governor, is authorized to grant a license to any public service corporation to place a public service line, including any necessary associated antenna, cabling, towers or appurtenant structures, upon, in or over lands owned by the Commonwealth of Pennsylvania and managed by DEPARTMENT under such terms and conditions as DEPARTMENT, with the approval of the Governor, shall prescribe if such is necessary for the service of the public and it is necessary or reasonably required to cross the Commonwealth’s land to afford such service;

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the payment of an amount equal to:

[Insert proposed financial compensation terms to the Commonwealth here. For example: _____________ percent (___%) of monthly recurring gross receipts collected by LICENSEE from WIRELESS CARRIERS (as hereinafter defined) utilizing the Distributed Antenna System (DAS)]

the DEPARTMENT hereby grants to LICENSEE, its successors and assigns the privilege and authority to place, use, operate and maintain a Distributed Antenna System (DAS), and such other equipment and apparatus deemed by LICENSEE and the WIRELESS CARRIERS to be necessary for the purpose of operating the Distributed Antenna System (DAS), including
equipment owned or operated by wireless service providers offering telecommunications services to the public, including but not limited to, CMRS, cellular, personal communication service (PCS), digital, wireless broadband and wireless data carriers ("WIRELESS CARRIERS"), (such equipment and apparatus being collectively referred to hereafter as "APPARATUS")

a. **Term.** This AGREEMENT shall commence on the date hereof and shall continue in effect for a period of ten (10) years following the full and complete execution hereof by all required parties (the “INITIAL TERM”) unless terminated pursuant to the provisions herein.

b. **Exclusivity During Term.** Provided LICENSEE constructs and for so long as LICENSEE maintains a fully functioning DAS on the PROPERTY, LICENSOR hereby designates LICENSEE as the point of contact regarding discussions and dealings with WIRELESS CARRIERS in connection with their wireless telecommunication needs at the PROPERTY, including siting, installation, development, use and management thereof, whether by distributed antenna system, rooftop, tower or otherwise. LICENSOR shall require all WIRELESS CARRIERS requesting use of, or expressing an interest in using, the PROPERTY to provide wireless telecommunications service thereon to consult with LICENSEE and grants to LICENSEE the right to negotiate on LICENSOR’S behalf with all WIRELESS CARRIERS in this regard, subject to Licensor’s approval thereof. During the TERM, LICENSOR shall not grant a lease, license or similar agreement to any WIRELESS CARRIER or commercial wireless infrastructure provider for the purposes of installing a wireless telecommunications system at the PROPERTY.

c. **Construction of the System.** LICENSEE is not required to commence installation of the Distributed Antenna System (DAS) until it receives a binding contractual commitment from at least one WIRELESS CARRIER to use the Distributed Antenna System (DAS). If there is not a binding contractual commitment from at least one (1) WIRELESS CARRIER within six (6) months after the date of full execution hereof, LICENSOR may at its option, and notwithstanding anything contained herein to the contrary, terminate this AGREEMENT, without cost or obligation, by written notice to LICENSEE.

d. **Utilities.** Any electricity used by LICENSEE for the APPARATUS shall be paid by LICENSEE. Such costs shall be billed monthly by LICENSOR to LICENSEE, with reasonable supporting documentation of such utility consumption, and shall be paid be LICENSEE within thirty (30) days of receipt of such invoice. LICENSEE agrees to pay for utilities based on: (i) sub-metering equipment to be installed by LICENSEE at its cost; (ii) estimated usage based on equipment specifications and spot measurements; or (iii) as otherwise agreed between the parties.

2. The APPARATUS shall be installed, placed, used and maintained in compliance with all laws, regulations, and rules governing such installation and maintenance. LICENSOR shall cooperate with LICENSEE, but at no expense to LICENSOR, in LICENSEE’S efforts to obtain such governmental approvals as necessary for LICENSEE’S use of the property for a Distributed Antenna System (DAS).

3. LICENSEE shall have the privilege of ingress, egress and regress to and from the PROPERTY with prior notification to the DEPARTMENT, or its authorized agents (excluding emergency situations) for the purposes of using, operating, maintaining, repairing and removing APPARATUS.
4. All costs and expenses incident to the installation, use, operation, maintenance, repairing and removal of APPARATUS shall be borne by LICENSEE.

5. Throughout the term of this AGREEMENT, LICENSEE shall maintain
   a. Workers Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees, or the employees of its contractors, working at the premises.
   b. Comprehensive General Liability Insurance with a minimum of $500,000 per person and $2,500,000 per occurrence personal injury and property damage combined.
   c. Products Liability Insurance with a minimum of $2,000,000 aggregate limit.
   d. Fire and Extended Coverage Casualty Insurance on all equipment owned by the Licensee located at the Farm Show Complex with a minimum limit of the fair market value of all equipment or the replacement cost, whichever is greater.
   e. The above listed liability insurances shall name the Commonwealth of Pennsylvania, Department of Agriculture and Farm Show Commission as additional insured and the coverage shall be on an occurrence basis.
   f. The Licensee must provide the Commonwealth with current certificates of insurance as delineated above. These certificates must contain a provision that coverage afforded under the policies will not be changed or cancelled until the Commonwealth has received at least 30 days prior written notice.

6. The license granted to LICENSEE by the AGREEMENT may be revoked and terminated for reasonable cause by DEPARTMENT upon giving six (6) months’ notice in writing of the termination of this AGREEMENT. Reasonable cause shall be defined as a breach in the terms of this agreement that is not cured after LICENSOR has provided 30 days written notice to LICENSEE and LICENSEE remains in default at the expiration thereof. Upon giving the required six (6) months’ notice of termination of this AGREEMENT, LICENSEE shall, by the effective date of termination, remove the APPARATUS and restore the PROPERTY to its condition prior to the commencement hereof, with the exception of reasonable wear and tear and any damage by casualty.

7. DEPARTMENT retains the right to use the PROPERTY for purposes not inconsistent with LICENSEE's full enjoyment of the privileges granted by this AGREEMENT.

8. Except as appropriate for WIRELESS CARRIERS to use the Distributed Antenna System (DAS), no rights under this AGREEMENT shall be assigned, nor shall LICENSEE enter into any other AGREEMENT respecting said license, without prior written approval of DEPARTMENT.

9. LICENSEE shall, at all times, save and hold harmless and indemnify the Commonwealth of Pennsylvania, its agencies, departments, officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by placement, construction, operation, maintenance, presence, use or removal of said APPARATUS, including, but not limited to all claims for personal injuries and property damages, except as may be occasioned by the negligence of the Commonwealth of Pennsylvania, its agencies, departments, officers or employees.

10. With the exception of the indemnity protection afforded by Paragraph 9 above, the parties understand that this AGREEMENT does not create or confer any rights in or on persons or entities not a party to this AGREEMENT.

11. This AGREEMENT and the construction and enforceability thereof shall be interpreted under the laws of the Commonwealth of Pennsylvania.
12. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this AGREEMENT.

13. The parties shall perform their respective obligations under this AGREEMENT in compliance with any and all applicable federal, state and local laws.

14. The terms of the recital clauses appearing at the beginning of this document, Solicitation for Proposals #PDA-SFP-2013-1 (SFP) in its entirety, including any addendums, and LICENSEE'S Proposal submitted in response thereto, are incorporated herein by reference.

15. This AGREEMENT, when executed, approved and delivered, together with all matters incorporated by reference, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This AGREEMENT may not be amended or modified except by a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Public Service Line License Agreement hereinbelow.

LICENSEE

By:
Name: George Greig
Title: Secretary
Date

Attest:
Name: Governor
Title
Date

Approved as to Form and Legality:

Chief Counsel, Department of Agriculture Date

Office of General Counsel Date

Office of Attorney General Date