

INVITATION TO BID NO. 029-LL10

CELL TOWER CO-LOCATION AT SOUTHWEST MIAMI SENIOR HIGH SCHOOL

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Planning, Design and Sustainability
1450 N.E. Second Avenue, Suite 525
Miami, Florida 33132

II. PURPOSE OF INVITATION TO BID

Under this Invitation to Bid (hereinafter referred to as the "ITB"), The School Board of Miami-Dade County, Florida (hereinafter referred to as the "Board"), will be considering bids for the co-location by the Bidder (as defined below) of the Bidder's commercial telecommunications equipment on the existing cell tower ("Cell Tower") at Southwest Miami Senior High School, located at 8855 SW 50 Terrace, Miami, Florida 33155 (hereinafter referred to as the "School" or "School Site"). All Bidders must be authorized wireless licensees. The successful Bidder will be required to pay rent to the Board for long-term co-location on the Cell Tower at the School, based on a lease agreement and pursuant to terms and conditions to be approved by the Board. For purposes of this ITB, the term "Bidder" may be used individually or collectively as the "Bidder" or "Bidders", and shall mean the legal entity or individual that, upon contract award, will be the party entering into and executing a lease agreement by and between the Bidder and the Board for co-location on the Cell Tower at the School, in substantial conformance with the provisions summarized under Section IX of this ITB (hereinafter referred to as the "Lease Agreement").

III. INSTRUCTIONS FOR SUBMISSION OF BID

A total of five (5) copies of the bid, and one (1) CD containing the entire bid, must be submitted by 2:00 p.m. (Local Time) on **January 18, 2011**, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 N.E. 2nd Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this bid on or before the stated date and time will be solely and strictly the responsibility of the Bidder. Miami-Dade County Public Schools (hereinafter referred to as the "District") will in no way be responsible for delays caused by the United States mail or any other delivery service, or by any other occurrence. The Bidder, or the party legally authorized to conduct business on behalf of the Bidder, must sign the bid. The bid package must contain all items requested. Failure to submit all requested items may render the bid non-responsive. The bid must be submitted in a sealed envelope or box marked: **"INVITATION TO BID NO. 029-LL10 – CELL TOWER CO-LOCATION AT SOUTHWEST MIAMI SENIOR HIGH SCHOOL"**.

It is anticipated that sealed bids will be opened on January 18, 2011, and a recommendation to award a contract to the highest responsive and responsible Bidder (hereinafter referred to as the "Successful Bidder") will be presented to the Board at its June 2011 meeting. All other responsive and responsible bidders are hereinafter referred to as the "Alternate Bidders". Notification to the Successful Bidder will be on or after the June 2011 Board meeting. The Board reserves the right to reject any and all responses to this ITB.

IV. INFORMATION ON SCHOOL SITE AND CELL TOWER

Verizon Wireless ("Verizon") currently operates the existing Cell Tower at the School for commercial telecommunications purposes pursuant to a lease agreement between Verizon and the Board (hereinafter referred to as the "Verizon Lease"). A copy of the Verizon Lease is attached to this ITB as Attachment A. A sketch of the School depicting the location of the Cell Tower is attached to this ITB as Attachment B. Under the terms of the Verizon Lease, the Board may initiate requests for co-location on the Cell Tower, provided the third party's telecommunications equipment does not interfere with Verizon's operations. In addition, the Successful Bidder will be required to reimburse Verizon a total of fifty percent (50%) of Verizon's cost to design and construct the Cell Tower and related equipment shelter. Separate and apart from any payment made by the Successful Bidder to Verizon in this regard, payment of rent to the Board for the Successful Bidder's use of the Cell Tower will also be required, pursuant to terms and conditions to be approved by the Board.

Interested Bidders may visit the School Site prior to submission of their bid, at their option. Such on-site visit will only be permitted on **December 16, 2010, from 9:00 a.m. to 12:00 p.m.**, and is for the expressed and limited purpose of allowing potential Bidders to view general field conditions. ***Upon arrival at the School Site for the on-site visit, Bidders must report to the main office and ask to see the contact person for ITB No. 029-LL10.*** Under no circumstance will a Bidder be permitted to access any portion of the School Site's buildings or classrooms, or conduct on-site testing or engage in any intrusive activity of any kind or nature during this on-site visit. The Successful Bidder will be permitted to conduct on-site

testing, as described elsewhere in this ITB, subject to compliance with all conditions of the ITB and attachments thereto.

V. SCOPE OF SERVICES

Under this ITB, the Successful Bidder will be authorized to co-locate its commercial telecommunications equipment on the existing Cell Tower at the School, and if necessary, to use a specific portion of the School grounds (hereinafter referred to as the "Demised Premises"), in order to house the Successful Bidder's telecommunications equipment shelter and related improvements and equipment. The Successful Bidder shall use the Demised Premises and Cell Tower at the School for the expressed and limited purpose of constructing an equipment shelter and related telecommunications equipment, and for the operation, maintenance and repair of such telecommunications equipment. The Successful Bidder shall have the right to install communications cables from its equipment shelter to the Cell Tower and to bring electrical service and communications lines across designated portion(s) of the School, at location(s) mutually agreed to by the Board and Successful Bidder (as further described in the Lease Agreement), for the specific and limited purpose of facilitating the Successful Bidder's operation of its telecommunications equipment.

The improvements to be constructed by the Successful Bidder shall be at the Successful Bidder's sole cost and expense and shall include, without limitation, the following scope of work (hereinafter referred to collectively as the "Work"):

- (1) installation by the Successful Bidder of its telecommunications equipment on the Cell Tower, including cables, mounted antennas and all related appurtenances, at a location below Verizon's equipment, as mutually agreed to by the Board and the Successful Bidder, and in such a manner as to not interfere with the ongoing operation of Verizon's commercial telecommunications equipment, nor negatively impact the Board's field lighting located on the Cell Tower. Said location and method of attachment shall be as previously reviewed and agreed to by the Board, and shall be in accordance with all applicable rules, codes, statutes and governmental regulations;
- (2) installation by the Successful Bidder of its telecommunications equipment shelter within the Demised Premises. Said equipment shelter shall be situated within a designated area of the School, as mutually agreed to by the parties, and shall consist of a pre-fabricated structure and supporting foundation to house the Successful Bidder's telecommunications equipment and requisite storage space. Said installation shall be done in accordance with all applicable rules, codes, statutes and governmental regulations;
- (3) installation of electric service, telephone service, communications cables and any other such service or utility necessary for the Successful Bidder to

operate its telecommunications facility, with said service to run across portion(s) of the School site, at locations mutually agreed to by the Board and the Successful Bidder, in consultation with all service/utility entities, from the Demised Premises to public right-of-way; and

- (4) installation of an eight (8) foot high chain link fence running along the perimeter of the demised premises, with the required warning signs, a locked access gate, and otherwise in compliance with the District's fence specifications and criteria. No barbed wire, razor wire or similar product shall be permitted. A set of duplicate keys to the enclosed area shall be provided to the Board.

The Successful Bidder shall not interfere with either the Board's or Verizon's rights to access all portions of the Cell Tower necessary for Verizon to service its telecommunications equipment and for the Board to service its field lighting, pursuant to a reciprocal right of access and maintenance by all parties using the Cell Tower.

VI. MINIMUM QUALIFICATIONS

All Bidders submitting a bid pursuant to this ITB must meet certain minimum requirements in order to be considered, as further detailed in Section VII of this ITB, and as summarized below. Please refer to Section VII of this ITB for the specific criteria required.

- A. Submittal of documented experience and qualifications, as specified in Section VII of this ITB, in the installation and operation of telecommunications facilities.
- B. Submittal of documentation that the Bidder holds all pertinent occupational licenses and any other required business use licenses, as required by the proper authorities.
- C. If a bid is submitted by a corporation, the Bidder has submitted documentation that the corporation is active and authorized to do business in the State of Florida, and has provided further written assurances that its corporate status shall remain active and unchanged at the time of award of contract, and at all times during the term of the Lease Agreement.
- D. Agreement by the Bidder to comply with the District's process subsequent to the submittal of its bid (as specified in Section VIII of this ITB).
- E. Agreement by the Bidder to enter into the proposed Lease Agreement, the salient provisions of which are summarized under Section IX of this ITB, setting forth, generally, the terms and conditions thereof. The District

reserves the right to modify certain terms and conditions of the Lease Agreement, subject to the conclusion of successful negotiations between the parties.

- F. Acknowledgment that the Successful Bidder shall, at its sole expense, be responsible for all costs related to the installation of its telecommunications equipment on the Cell Tower and Demised Premises.
- G. Agreement by the Bidder to pay rent to the District for its long-term co-location on the Cell Tower and Demised Premises, which amount shall be proffered as part of each Bidder's submittal, in accordance with the schedule set forth in this ITB.
- H. Agreement that, as a part of its on-site testing (as further described in Sections VIII and X of this ITB), the Successful Bidder shall complete a structural analysis of the Cell Tower, at its sole cost and expense and to the full satisfaction of the District, to assure that the Cell Tower is structurally able to accommodate the additional weight and windload resulting from the Successful Bidder's co-location of its telecommunications equipment on the Cell Tower.

VII. INFORMATION REQUIRED TO BE SUBMITTED BY BIDDERS:

The information or documentation required to be submitted by the Bidder under this ITB shall be as set forth below. Failure to submit the requested documentation with the bid may deem a bid non-responsive and ineligible for award.

1. \$500 non-refundable processing fee. Such processing fee shall be by way of a non-refundable Cashiers Check or Money Order made payable to "The School Board of Miami-Dade County, Florida".

2. One completed Bid Application, executed by the Bidder (see Attachment C) containing the following information:

- a. Name of the Bidder.
- b. Annual rental amount proposed for first year of initial five-year term, as required under the Lease Agreement.
- c. Type of service to be provided.
- d. Description of the equipment to be installed by the Bidder.
- e. Photograph of a similar facility constructed by the Bidder.
- f. Acknowledgment of Bidder's compliance or agreement to comply with Section VI of this ITB.
- g. Bidder's acknowledgment to having read the summary of the proposed Lease Agreement set forth under Section IX of the ITB, and agreeing to the terms and conditions as set forth therein.

3. One completed Addendum to Bid Application, executed by the Bidder (see Attachment D) containing the following information:
 - a. Name of Bidder
 - b. Evidence of experience and qualifications in the installation and operation of telecommunications facilities, including, but not necessarily limited to, the following:
 1. Description and address of no less than two (2) installations made by the Bidder of a similar type or nature to that which is described in this ITB, at sites located in Miami-Dade, Broward or Palm Beach counties within the last three (3) years. In each case, include a complete copy of the fully executed final agreement entered into between the Bidder and the property owner. Include a contact name and telephone number for each such agreement. In the case of agreements entered into with entities not covered under Section 119, Florida Statutes, the Bidder may submit a redacted copy, with only proprietary or confidential information omitted.
 2. Provide no less than three (3) signed original references, none of which may be more than three (3) months old, from entities for whom the Bidder provided similar services to that which is described in this ITB.
4. One complete and executed Vendor Information Sheet (see Attachment E).
5. One complete and executed Agreement to Conduct Due Diligence Investigations (hereinafter referred to as the "Due Diligence Agreement") (see Attachment F).
6. One completed and executed Contractor Prequalification Certification Application by the Bidder's General Contractor (see Attachment G).
7. Evidence of Insurance as required in Section X of this ITB.
8. Verification that the party signing the bid is authorized to do so, on behalf of the Bidder.
9. Documentation substantiating the Bidder's financial strength and ability to provide start-up operations and reasonable working capital to complete installation of the Bidder's telecommunications equipment at the School.

10. Copies of business or occupational licenses, as applicable.
11. Documentation substantiating the Bidder's legal status (i.e., corporation, partnership, etc.).

VIII. SELECTION PROCESS

A. EVALUATION OF BIDS

The Board will consider bids from all responsive and responsible Bidders who meet the minimum requirements set forth in this ITB. Subsequent to determination of the Successful Bidder, the District reserves the right to negotiate with the Successful Bidder to finalize the Lease Agreement, for final review and approval by the District's Telecommunications Committee (TC) and the Board. If the District is unable to reach acceptable terms with the Successful Bidder, the District may, at its sole discretion, seek to reach acceptable terms with the next highest Alternate Bidder.

All bids shall be reviewed to determine if the criteria required under this ITB have been met and that an annual rental rate has been indicated, as required under Section VII of this ITB. All bids which meet the criteria required under this ITB and which have proposed an annual rental rate, as required under Section VII of this ITB, will be deemed qualified and will be ranked based solely on the rental amount offered.

Failure to provide all necessary or required information may, at the District's or Board's sole option, cause the bid to be deemed non-responsive. Any person or entity, which at the time of the bid submittal, is in arrears or default regarding any obligation to The School Board of Miami-Dade County, Florida shall be ineligible for award.

B. SUMMARY OF DISTRICT PROCESS SUBSEQUENT TO BID SUBMITTAL

The District has established a process for co-location of telecommunications facilities on the Cell Tower at the School Site. Agreement by the Successful Bidder to adhere to this process is a requirement of this ITB, and the Successful Bidder must comply with this process subsequent to its bid submittal and designation as the Successful Bidder. If it is determined that a Lease Agreement with the Successful Bidder will not be pursued, the District reserves the right to pursue a Lease Agreement with the next highest ranked Alternate Bidder(s).

The District's process subsequent to the bid submittal is summarized below, as follows:

- The District shall notify the Successful Bidder on or about January 25, 2011 of its designation as the Successful Bidder. After receipt of such notification from the District, the Successful Bidder shall, at its expense, conduct a structural analysis of the Cell Tower, as required under Section VI (H) of this ITB. In addition, the Successful Bidder may, at its sole cost and expense, conduct site testing. All of the foregoing testing, including the structural analysis, shall take place during the due diligence period set forth in the Implementation Schedule of this ITB ("Due Diligence Period"), and shall be subject to coordination with the School administrator and compliance with all requirements of this ITB, including, without limitation, the Due Diligence Agreement (Attachment F).
- If the structural analysis shows, to the full satisfaction of the District, that the Cell Tower is structurally able to accommodate the additional weight and windload resulting from the proposed co-location of the Successful Bidder's telecommunications equipment on the Cell Tower, the Successful Bidder shall be so notified. The Successful Bidder must notify the District within ten (10) business days from the date of said notice of its intent to discontinue or proceed with its bid.
- If the Successful Bidder wishes to proceed, the Successful Bidder shall submit, within fifteen (15) days of the Successful Bidder's notice to the Board of its intent to proceed, the following information
 - a. **\$1,000 non-refundable technical review fee.** Such fee shall be by way of a non-refundable Cashiers Check or Money Order made payable to "The School Board of Miami-Dade County, Florida";
 - b. twenty (20) copies of a preliminary site plan, to include, without limitation, the following:
 - (1) the proposed location, size and configuration of the Demised Premises in relation to the balance of the School,
 - (2) proposed size and location of the equipment shelter
 - (3) proposed route of utility easement,
 - (4) proposed route of permanent ingress/egress easement,
 - (5) proposed route of temporary construction access easement,
 - (6) proposed landscaping,
 - (7) enclosure/fence design, and
 - (8) proposed mounting elevation of the Successful Bidder's telecommunications equipment on the Cell Tower;
 - c. Type of service to be installed; and

- d. Output power and telecommunications frequencies of the Successful Bidder's telecommunications equipment, including the equipment manufacturer, software versions, etc.
- TC meeting shall be held to review proposed terms and conditions of the Lease Agreement with the Successful Bidder, and secure approval to move forward;
 - Technical review of preliminary site plan, and related information, as noted above, shall be conducted by various District departments, **with the cost for such review to be borne by the Successful Bidder.**
 - If necessary, a TC meeting shall be held for final review of terms and conditions of Lease Agreement, verification of Successful Bidder's adherence to the process and issuance of a recommendation to the Board.
 - Board meeting to review contract award and terms and conditions of Lease Agreement, including TC's recommendation to either approve or decline the contract award/Lease Agreement.
 - If the Board does not approve the contract award to the Successful Bidder, the process ends.
 - If the Board approves the contract award to the Successful Bidder, the Successful Bidder must provide a final set of plans and specifications for the Work (as defined in Section V of this ITB) (the "Plans") for review and approval by the Board, or its designee, which the Board may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work (as defined in Section V of this ITB). The Plans shall include the following, or as may be otherwise required by the Board (i) a site plan showing the location and configuration of the Demised Premises and surrounding fence, in relation to the balance of the School, the configuration of the enclosure fencing and its surrounding landscaping, the temporary construction access easement, utility easement(s), permanent ingress/egress easement(s), and all other improvements to be located within the Demised Premises and/or elsewhere on the School; (ii) the design, specifications and/or calculations, as applicable, for any and all proposed improvements to the demised premises including, without limitation, the equipment shelter, fence, landscaping and improvements to the Cell Tower; (iii) the design, specifications and/or calculations, as applicable, for any additional work on or about the School Site which is deemed necessary by either the Board or the Successful Bidder in order to enable the Successful Bidder to use and operate their telecommunications equipment at the Demised Premises and Cell Tower; (iv) electrical drawings showing all aspects of

electrical service to the Cell Tower and/or equipment shelter; (v) two (2) 8 ½" x 11" signed and sealed boundary surveys and accompanying legal descriptions for the Demised Premises, two (2) 8 ½" x 11" signed and sealed boundary surveys and accompanying legal descriptions for any utility or other easements required by the local jurisdictional or utility entities, two (2) 8 ½" x 11" signed and sealed boundary surveys and accompanying legal descriptions for the temporary construction access easement(s), and two (2) 8 ½" x 11" signed and sealed boundary surveys and accompanying legal descriptions for the ingress/egress easement(s); and (vi) copy of a contract with an independent firm that will validate and certify, on a semi-annual basis, the type of service to be provided by the Successful Bidder, telecommunications frequencies used, including the equipment manufacturer and software versions, and verifying that the facility complies with Federal Communications Commission health standards.

The Plans shall be submitted by the Successful Bidder to the Board within fifteen (15) days from receipt of notice from the Board that the Board approved the contract award to the Successful Bidder. All costs associated with the Plans, including review by the Board, shall be borne by the Successful Bidder. The Plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the Plans are submitted to the District.

IX. SUMMARY OF LEASE AGREEMENT TERMS

The Board shall enter into a separate Lease Agreement with the Successful Bidder for co-location on the Cell Tower at the School. The salient terms and conditions of the proposed Lease Agreement are set forth below. For purposes of this summary, the Bidder is defined as the Lessee. The District reserves the right to add or modify certain terms and conditions of the Lease Agreement and negotiate with the Successful Bidder to finalize the terms of the Lease Agreement, subject to final review and approval by the Board.

- An initial lease term of five (5) years, with four (4) five-year automatic renewal periods, unless either party provides notice to the contrary at least 120 days prior to the expiration of the then current term, and provided the Lessee is not in default of the terms of the Lease Agreement;
- The annual rental rate during the first year of the initial five-year lease term shall be as established through the ITB process, and shall remain constant during the initial five-year term;

- 20% escalations in rent effective with the first year of each 5-year renewal period;
- Lessee shall install its equipment shelter within the Demised Premises, the location of which shall be as mutually agreed to by the parties
- Lessee shall have non-exclusive use of Demised Premises for the purpose of installing its telecommunications equipment, equipment shelter and all related improvements, and for the operation and maintenance of its equipment located therein;
- Lessee shall have non-exclusive use of a designated portion of the Cell Tower for the purpose of installing its telecommunications equipment and antennas, and for the operation and maintenance of its equipment located thereon;
- Other than defined easement areas, Lessee shall be precluded from accessing any other portion of the School Site;
- The District, Verizon and Lessee shall each have the non-exclusive right to use the Cell Tower at all times throughout the term of the Lease Agreement;
- Lessee, at Lessee's expense, shall be responsible for all maintenance and repairs of its antenna and of its equipment located on the Cell Tower and within the Demised Premises, and any other equipment of Lessee located within the School Site, as well as the fence and the grounds within the Demised Premises;
- The parties shall grant a mutual reciprocal right of access and maintenance to the other and Verizon;
- In the event of damage or destruction of the Cell Tower, the Board shall notify the Lessee whether or not it intends to repair or replace the facilities. If the Board notifies the Lessee of its decision not to replace or repair the facilities, then Lessee may choose to complete the necessary repairs, at Lessee's expense. If neither party chooses to repair or replace the damaged facilities, then either party may cancel the Lease Agreement by providing notice to the other party;
- The District shall not be liable for any loss of business, consequential damages or any other damages arising from acts of God;
- At any time after the first year of the lease term (one year after the lease commencement date), Lessee may cancel the Lease Agreement, without cause, by providing the Board with six (6) months prior written notice, in which event Lessee shall pay the Board the rental amount due for the 12-month period subsequent to the effective date of cancellation as a cancellation fee
- The Board may cancel the Lease Agreement: (1) if the School Site is required for a District purpose, as it may be determined by the Board, (2) in the event of default by the Lessee, which default is not cured, (3) in the event of damage or destruction of Lessee's equipment located within the Demised Premises and Cell Tower, which neither the Board or Lessee choose to repair/replace, or (4) if it is determined by the appropriate jurisdictional entity that Lessee's telecommunications facility or equipment

is dangerous to the public's health, safety and welfare. Additionally, the Board may immediately cancel the Lease Agreement for cause and without penalty, and without providing Lessee an opportunity to cure, if Lessee (1) fails to pay rent, (2) fails to comply with the Jessica Lunsford Act, or (3) assigns or sublets the Demised Premises or Cell Tower, without the Board's approval

- Lessee shall be responsible for payment of all utilities relating to the installation of Lessee's equipment within the Demised Premises, Cell Tower and/or School, and the ongoing use and operation of its telecommunications equipment within the Demised Premises, Cell Tower and/or School. The District shall cooperate with Lessee in its efforts to obtain the necessary utility services, including the granting of utility easements. Any utility easement granted by the District shall be non-exclusive and shall be used by Lessee solely for the installation, operation and maintenance of Lessee's utility wires, cables, etc.;
- The District shall grant Lessee a temporary non-exclusive construction easement over portion(s) of the School Site, at a location mutually agreed upon, for the expressed and limited purpose of Lessee gaining access to and from the Demised Premises and Cell Tower across other portions of the School Site, and for construction staging, equipment storage and other construction related activities;
- Lessee shall remedy any interference to the School's operations or the District's use of field lighting located on the Cell Tower caused by Lessee's equipment or operations, as well as any interference to Verizon's telecommunications operations caused by Lessee's equipment or operations. If such interference can only be remedied by relocation, the District may, at its sole discretion, allow Lessee to relocate its equipment, at Lessee's sole expense, to another mutually agreeable location on the School Site. In addition, Lessee shall be required to comply with FCC requirements prohibiting interference to other users of the Cell Tower;
- Lessee may not use the Demised Premises, the Cell Tower, School Site, or any of Lessee's equipment for promotion or advertising, without the prior written consent of the District;
- Lessee shall be required to install an eight-foot high chain link fence, with the required warning signs, running along the perimeter of the Demised Premises;
- Lessee shall provide all insurance required by the Board during the Due Diligence Period, during construction of the Work, as well as during Lessee's use and occupancy of the Cell Tower and the Demised Premises;
- Lessee shall indemnify and hold the Board harmless from all liability which may arise as a result of Lessee's negligence, actions or failure to act under the terms of the Lease Agreement;
- the Board shall indemnify and hold the Lessee harmless, to the extent of the limitations included within Florida Statutes, from all liability which may

arise as a result of the Board's negligence, actions or failure to act under the terms of the Lease Agreement;

- Lessee's use and operation of the Demised Premises, Cell Tower and School Site shall be subject to all applicable laws, rules and regulations, including, without limitation, the Jessica Lunsford Act, as the same may be amended from time to time;
- Any contractor doing work on behalf of Lessee must be prequalified by the District before commencing any construction activities within the Demised Premises, Cell Tower or School Site. A complete Contractor Prequalification Certification Application must be submitted to the District to commence the prequalification process. The process for prequalification from receipt of a complete application takes a minimum of sixty (60) days; and
- The District's Building department shall have sole authority for all work taking place on the School Site and shall review and approve all construction documents, and issue permits for construction.

X. INSURANCE REQUIREMENTS/INDEMNIFICATION

- A. In compliance with the provisions of the Due Diligence Agreement (see Attachment F) and this ITB, the Successful Bidder shall be authorized to access the School Site for the expressed and limited purpose of (1) conducting a structural analysis of the Cell Tower to verify that the Cell Tower is structurally able to accommodate the additional weight and windload resulting from the Successful Bidder's co-location of its telecommunications equipment on the Cell Tower, and (2) performing any pre-construction surveys, inspections, and testing that the Successful Bidder reasonably determines is necessary solely to determine the ability of the site to meet the Successful Bidder's engineering specifications and operational criteria, with all such activities to be at the expense of the Successful Bidder. Such on-site testing shall be done at the Successful Bidder's sole cost and expense, and shall not commence until January 27, 2011 (or such other subsequent date as may be modified by the District), subject to coordination with the School administrator, and subject to compliance with all other requirements of this ITB and the Due Diligence Agreement. Prior to such testing, the Bidder shall be required to execute a Due Diligence Agreement, and to provide the Board with certificates of insurance which indicate that insurance coverage has been secured meeting the Board's requirements, as set forth under the Due Diligence Agreement.
- B. In consideration of being the Successful Bidder, the Bidders agree without reservation to the indemnification and insurance clauses contained herein, as follows:

INDEMNIFICATION

Bidders shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Lease Agreement (including goods and services provided thereto) by or on behalf of the Bidder(s), whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

At the time an award is made and as a pre-condition to the Lessee conducting its due diligence investigations on the School Site and commencing any of its Work on the School Site, the Successful Bidder will be required to provide the Board with insurance certificates which evidence insurance coverages and limits meeting, at a minimum, the following requirements:(1). Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Successful Bidder, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the Successful Bidder as required by Florida Statutes, and (4) Property Insurance- "All Risk" property Insurance on any such new buildings or structures, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of completion.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation insurance. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Bidder.

XI. CONTRACTOR PREQUALIFICATION

Pursuant to Florida Statute and Board Rule, any construction company that proposes to provide work on a District site as the prime contractor on capital or maintenance projects must be prequalified by the District. Bidders and their general contractors must each submit a completed Contractor Prequalification Certification Application (see Attachment G) at the time of the bid submittal or as

soon thereafter as possible, and both must be prequalified by the District before commencing any construction activities on the School Site. The process for prequalification from receipt by the District of a complete Contractor Prequalification Certification Application takes a minimum of sixty (60) days.

XII. IMPLEMENTATION SCHEDULE

- A. The anticipated schedule for implementation of bids is as follows. **All timelines reflected in this ITB are estimated and subject to change in the District's sole discretion.** It is the responsibility of Bidders to monitor the Procurement website at <http://procurement.dadeschools.net/bidsol/asp/ENACT.asp> for any changes to the proposed schedule.

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| Mailing of Invitation to Bid | November 24, 2010 |
| Deadline for Questions | December 13, 2010 |
| Site Visit | December 16 from 9:00 a.m. to 12:00 p.m. |
| Pre-Bid Conference* | January 6, 2011 |
| Bid Opening | January 18, 2011 |
| Designation of Successful Bidder | on or about January 25, 2011 |
| Due Diligence Period | January 27, 2011-February 10, 2011 |
| Notice from Successful Bidder of intent to Discontinue or Proceed | February 24, 2011 |
| Submittal of Preliminary Site Plan and related information | March 22, 2011 |
| TC Meeting to review bid and proposed lease terms | April 29, 2011 |
| TC Meeting to issue recommendation to Superintendent for contract award | May 10, 2011 |
| Recommendation for Award (tentative) | June, 2011 |

***A Pre-bid conference has been scheduled for January 6, 2011 at 9:00 a.m., in Conference Room 522A of the School Board Administration Building, located at 1450 N.E. 2nd Avenue, Miami.**

XIII. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00 p.m. (Local Time) on December 13, 2010, via e-mail, to the individual listed below:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 352
Miami, FL 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

Ms. Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
FAX #305-995-1448
E-MAIL: martinez@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid due date. Bidders should not rely on any statements other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the Bidder(s) to monitor this site for posting of response(s). The website link is the following:

<http://procurement.dadeschools.net/bidsol/asp/ENACT.asp>