REQUEST FOR PROPOSALS NO. 058-KK10

TELECOMMUNICATIONS FACILITIES

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 REQUEST FOR PROPOSALS

Under this Request For Proposals (hereinafter referred to as the "RFP"), The School Board of Miami-Dade County, Florida (hereinafter referred to as the "Board"), will be considering proposals for the co-location of educational and commercial telecommunications facilities at approximately 164 Board-owned sites. Proposers may pursue such co-location at any one or more of these available sites. At each location that the Proposer wishes to pursue, the Proposer is to act in the capacity of either: 1) the sole commercial telecommunications provider (hereinafter referred to as the "Sole Provider"); or 2) the primary commercial telecommunications provider, along with up to three (3) future additional secondary commercial telecommunications provider sharing the facilities under a separate agreement between each of the secondary commercial telecommunications providers and the Proposer (hereinafter referred to as the "Primary Provider"); or 3) a developer of shared commercial telecommunications facilities who will construct and operate the facilities for use by up to four (4) future commercial telecommunications providers under a separate agreement between each of the commercial telecommunications providers and the Proposer (hereinafter referred to as the "Developer"). All future commercial telecommunications providers must be authorized wireless licensees and must agree to comply with the terms and conditions of the proposed lease agreement, the salient provisions of which are summarized under Section IX of this RFP.

At each location where a Proposer has been selected by the Board to install telecommunications facilities, the successful Proposer will be required to replace the existing roof-mounted WLRN antenna at that site, with a new metal ground-mounted monopole (hereinafter referred to as the "Co-location Monopole"), for subsequent shared educational and commercial use. Ownership of the Co-location Monopole shall immediately vest with the Board concurrent with final acceptance of the work by Miami-Dade County Public Schools (hereinafter referred to as the "District").

The successful Proposer will also be required to pay rent to the District for long-term use of the Co-location Monopole, based on a lease agreement and pursuant to terms and conditions to be approved by the Board.

In addition to evaluating the proposals received from the Proposers based on the criteria established in Section VIII of this RFP, the Board will give further consideration to the 'added value' associated with the Proposer providing to the Board, at no additional cost to the Board, a minimum number of hi-speed internet accounts with supporting hardware, should the Proposer choose to do so.

For purposes of this RFP, the terms Sole Provider, Primary Provider and Developer, may be used individually or collectively as the "Proposer" or "Proposers", and shall mean the legal entity or individual that, upon contract award, will be the party entering into and executing a lease agreement with the Board, in substantial conformance with the draft lease agreement, the salient provisions of which are summarized under Section IX of this RFP (hereinafter referred to as the "Lease Agreement").

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS FOR PHASE I AND PHASE II SUBMITTALS

Interested Proposers will be required to respond to this RFP with two (2) separate submittals (collectively, the "proposal") in Phase I and Phase II.

Ten (10) copies of the Phase I Submittal (as defined in Section VII (A) of this RFP), and one (1) CD containing the entire proposal, must be submitted by 2:00 p.m. (Local Time) on **June 24, 2010**, at:

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

Phase I submittals of the proposal must be submitted in a sealed envelope or box marked: "REQUEST FOR PROPOSALS NO. 058-KK10 – TELECOMMUNICATIONS FACILITIES – PHASE I."

Subsequent to the submittal of Phase I, ten (10) copies of the Phase II Submittal (as defined in Section VII (B) of this RFP), and one (1) CD containing the entire proposal, must be submitted by 2:00 p.m. (Local Time) on **October 7, 2010**, at the address listed above.

Phase II submittals of the proposal must be submitted in a sealed envelope or box marked: "REQUEST FOR PROPOSALS NO. 058-KK10 – TELECOMMUNICATIONS FACILITIES – PHASE II."

The responsibility for submitting a proposal to the District on or before the stated times and dates will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence.

An officer of the firm legally authorized to conduct business in its name must sign the proposal. The proposal package must contain all items requested. Failure to submit all items requested for Phase I and Phase II may render the proposal non-responsive.

It is anticipated that a recommendation to award to one or more Proposers will be presented to the Board at its December 15, 2010 meeting. Notification to the successful Proposer(s) will be on or after the December 15, 2010 Board meeting. The School Board reserves the right to reject any and all responses to this RFP.

IV. SCOPE OF SERVICES

School Board Rule 6Gx13-2C- 1.21 (see Attachment A), sets forth the Board's intent in seeking submission of proposals from qualified Proposers for the placement of telecommunications facilities on properties owned by the Board.

Under this RFP, one or more successful Proposers will replace the existing WLRN educational telecommunications equipment at one or more of approximately 164 Board-owned sites, with new educational telecommunications equipment, which will be mounted on a new Co-location Monopole, at the Proposer's expense, with the new Co-location Monopole to be subsequently shared by the Board and Proposer for educational and commercial use. Of the approximately 164 available locations, approximately 122 sites currently utilize older, roof-mounted, metal guide-wire antennae, approximately 41 sites use roof-mounted telescopic mast antennae, and one site uses an existing monopole (the existing monopole will be available for co-location, only if structurally compatible).

Given that the Co-location Monopole, whether serving the purposes of the Sole Provider, Primary Provider or Developer, must also meet the needs of WLRN, the District criteria to be used by the Proposer in designing and constructing the Co-location Monopole shall comply, at a minimum, with the criteria established in Attachment B. Whenever a specific manufacturers' name, make or model is mentioned in Attachment B, other manufacturers' makes or models deemed equal and acceptable by the Board may be used, at the sole authority of the Board, subject to review and approval by the Board or its designee. In all instances, the Board shall review the Proposer's construction drawings, plans, specifications, technical data and any other relevant documents, and determine, at its sole authority, if construction of the Co-location Monopole, as designed, will serve the intended purpose under this RFP.

After installing each new Co-location Monopole and mounting WLRN's new educational telecommunications equipment thereon, the successful Proposer will assure that the WLRN telecommunications equipment is fully functional and operable, in conformance with the criteria established in Attachment B. All such work shall be performed by the Proposer, and at the Proposer's expense, as a complete turn-key installation. In all instances, payment of rent for the Proposer's use of each Co-location Monopole will also be required, pursuant to terms and conditions to be approved by the Board. Subsequent to completing installation of each new Co-location Monopole by the successful Proposer, the District shall cause the old WLRN antenna at each corresponding roof-top location to be removed, with the cost of same to be borne by the successful Proposer. The estimated cost for removal of the old WLRN antenna is approximately $1,800 for metal guide-wire, and approximately $800 for telescopic mast installations.

In all instances, the improvements to be constructed by the successful Proposer(s) shall be at the successful Proposer's sole cost and expense and shall include, without limitation, the following scope of work at each location where a Co-location Monopole is to be constructed (hereinafter referred to collectively as the "Work"):

(1) installation of one (1) Co-location Monopole and foundation, with the work to comply, at a minimum, with the criteria established in Attachment B, and in accordance with all applicable rules, codes, statutes and governmental regulations. The minimum setback distance for the Co-location Monopole shall be a distance of one hundred twenty-five percent (125%) of the height of the Co-location Monopole from the Board-owned site's property line;

(2) acquisition and installation of new WLRN educational telecommunications equipment at the top-most position on the Co-location Monopole, with the work to comply, at a minimum, with the criteria established in Attachment B, and in accordance with all applicable rules, codes, statutes and governmental regulations;

(3) 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;

(4) installation of electric service, telephone service, communications cables and any other such service or utility necessary for WLRN and the successful Proposer to operate their respective telecommunications facilities on the Co-location Monopole; and

(5) provision to the District of a minimum number of hi-speed internet accounts, should the Proposer include same as an added value to this proposal.

In the event that the successful Proposer is acting in the capacity of the Sole Provider or Primary Provider, the scope of Work shall also include the following:

(1) installation by the successful Proposer (acting in the capacity as the primary commercial telecommunications provider) of its telecommunications equipment on the Co-location Monopole, including cables, mounted antennas and all related appurtenances. 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; and

(2) installation by the successful Proposer (acting in the capacity as the primary commercial telecommunications provider) of its telecommunications equipment shelter within the demised premises, with said installation to be in accordance with all applicable rules, codes, statutes and governmental regulations.

In the event that the successful Proposer is acting in the capacity of either the Primary Provider or Developer, with the installation of commercial telecommunications equipment to be installed on the Co-location Monopole by future additional telecommunications providers, the Work shall also include the installation of the future additional telecommunications providers equipment **subsequent** to review and approval by the Board of the proposed sub-lease agreement between the successful Proposer and each of the future commercial telecommunications providers.

V. INFORMATION ON AVAILABLE SCHOOL SITES

Attached is a list of the approximately 164 available Board-owned sites (see Attachment C). A map depicting the location of each site is attached to this RFP. Interested Proposers may visit the available Board-owned sites prior to submission of their Phase I Submittal, at their option. Such on-site visits will only be permitted at pre-scheduled times and while under the direct supervision of District staff, and will be for the expressed and limited purpose of allowing potential Proposers to gain access to these sites in order to view general field conditions. Under no circumstance will a Proposer be permitted to conduct on-site testing or engage in any intrusive activity prior to submittal of its Phase I Submittal. On-site testing will be permitted subsequent to submittal of the Phase I Submittal, as described elsewhere in this RFP.

Proposers wishing to visit any of the approximately 164 available sites must submit a written request to Procurement Management Services at bjones@dadeschools.net, by May 27, 2010, listing the name, reference number and address of each site they wish to visit. A site visit schedule will be posted on the Procurement Management Services website on June 4, 2010, setting forth the sites available for visitation and the schedule for such site visits. Only those sites for which a timely and proper request is submitted will be available for visitation.

VI. MINIMUM QUALIFICATIONS

All Proposers submitting a Phase I Submittal pursuant to this RFP must meet certain minimum requirements in order to be considered, as further detailed in Section VII (A) of this RFP. At the time of Phase II Submittal, certain other minimum criteria shall also be required, as further detailed in Section VII (B) of this RFP. The minimum requirements that must be met by Proposers under this RFP, whether such requirements must be met or submitted at the time of the Phase I Submittal or the Phase II Submittal, are summarized below. Please refer to Section VII of this RFP for the specific criteria required for each submittal phase.

A. Submittal of documented experience and qualifications, as specified in Section VII (B) of this RFP, in the installation and operation of telecommunications facilities on public property.

B. Submittal of documentation that the Proposer holds all pertinent occupational licenses and any other required business use licenses, as required by the proper authorities.

C. If a proposal is submitted by a corporation, the Sole Provider, Primary Provider or Developer 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 Sole Provider, Primary Provider or Developer to comply with the District's process subsequent to the Phase I Submittal (as specified in Section VIII of this RFP).

E. Agreement by the Sole Provider, Primary Provider or Developer to enter into the proposed Lease Agreement, the salient provisions of which are summarized under Section IX of this RFP, 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. Acknowledgement that, other than for the proprietary telecommunications equipment of each commercial telecommunications provider, and subject to the terms and conditions of the proposed Lease Agreement, the Sole Provider, Primary Provider or Developer agree that ownership of each new Co-location Monopole, and any other permanent improvements installed on Board-owned property pursuant to this RFP, whether such improvements are installed by the Sole Provider, Primary Provider, Developer, any future

commercial telecommunications provider or by the Board, shall immediately vest with the Board at the time of said installation and acceptance of those improvements by the Board.

G. Acknowledgment that the Sole Provider, Primary Provider or Developer agrees that it shall, at its sole expense, be responsible for all costs related to installing the Co-location Monopole at the selected site(s), in accordance with District criteria, and for installing and making operable the new WLRN educational telecommunication equipment on each Co-location Monopole, in conformance with the criteria established in Attachment B, and to reimburse the District for the cost of removing the old roof-top antenna, which work will be done by the District.

H. Agreement by the Sole Provider, Primary Provider or Developer to pay rent to the District for its long-term use of each Co-location Monopole, which amount shall be submitted in accordance with the process outlined in Sections VII and VIII of this RFP.

I. Agreement that, as a part of its on-site testing (as further described in Section VIII, B of this RFP), the Sole Provider, Primary Provider or Developer will complete a 'line-of-sight' survey, at its sole cost and expense and in compliance with District criteria and to the full satisfaction of the District and WLRN, to assure the proper operation of the WLRN educational telecommunications equipment at the proposed location of each new Co-location Monopole.

J. Agreement by the Sole Provider, Primary Provider or Developer to design and construct the Co-location Monopole in such a manner as to conceal the commercial telecommunications operations located thereon, to the maximum extent possible.

VII. INFORMATION REQUIRED TO BE SUBMITTED BY PROPOSERS:

The information required to be submitted by Proposer(s) under this RFP shall be divided into two phases, with two (2) separate submittal dates, as set forth under Section III of this RFP. Failure to submit the requested documentation under either phase may deem a proposal non-responsive and ineligible for award.

A. PHASE I SUBMITTALS (DEADLINE – JUNE 24, 2010)

The information or documentation required to be submitted by the Proposer under Phase I of the RFP submittal process (the "Phase I Submittal"), shall be as follows:

1. $500 non-refundable processing fee for each location the Proposer wishes to pursue. Such processing fee shall be by way of a non-refundable

Cashiers Check or Money Order, in the total amount required (e.g. – if the Proposer is submitting a proposal to co-locate at 9 locations, one check in the total amount of $4,500 will be required), made payable to "The School Board of Miami-Dade County, Florida".

2. One completed Phase I Submittal Application, executed by the Proposer (see Attachment D) containing the following information:

a. Name of Proposer.
b. Name, reference number and address of the Board-owned site(s) the Proposer wishes to pursue.
c. Type of service to be provided.
d. Description of the equipment to be installed by the Proposer.
e. Photograph of a similar facility constructed by the Proposer.
f. Acknowledgment of Proposer's compliance or agreement to comply with Section VI of this RFP.
g. Proposer's acknowledgment to having read the summary of the proposed Lease Agreement set forth under Section IX of the RFP, and agreeing to the terms and conditions as set forth therein.

3. One complete and executed Vendor Information Sheet (see Attachment F).

4. One complete and executed Agreement to Conduct Due Diligence Investigations (hereinafter referred to as the "Due Diligence Agreement") (see Attachment F). Exhibit "A" of the Due Diligence Agreement shall include each location where the Proposer has submitted a proposal in response to this RFP, and conceptual approval has been secured as provided in the process included as Attachment I of this RFP.

5. Evidence of Insurance as required in Section XI of this RFP.

6. Verification that the party signing the Phase I Submittal is authorized to do so, on behalf of the Proposer.

B. PHASE II SUBMITTALS (DEADLINE OCTOBER 7, 2010)

The information or documentation required to be submitted by the Proposer under Phase II of the RFP submittal process (the "Phase II Submittal") shall be as follows:

1. $1,000 non-refundable fee for each location the Proposer wishes to pursue. Such fee shall be by way of a non-refundable Cashiers Check or Money Order, in the total amount required (e.g. – if the Proposer is submitting a proposal to co-locate at 9 locations, one check in the total amount of $9,000 will be required), made payable to "The School Board of Miami-Dade County, Florida".

2. One completed Phase II Submittal Application, executed by the Proposer (see Attachment H), containing, substantially, the following information:

a. Name of Proposer.

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 Proposer of a similar type or nature to that which is described in this RFP, at sites located in Miami-Dade, Broward or Palm Beach counties within the last three (3) years. One of these installations must be with a public school district, municipality, government or other public sector agency located within Miami-Dade, Broward or Palm Beach counties. In each case, include a complete copy of the fully executed final agreement entered into between the Proposer 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 Proposer 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 Proposer provided similar services to that which is described in this RFP, one of which must be from a public sector entity, such as a public school district, municipality, government or other public sector agency.

3. A completed Addendum to Phase II Submittal Application, executed by the Proposer (see Attachment H), for each location that the Proposer wishes to pursue, containing the following information:

a. Name, reference number and address of the Board-owned site(s);

b. The proposed monetary and non-monetary compensation to the Board, as follows:

(1) rental amount proposed for the initial five-year term, as required under the Lease Agreement;

(2) the percentage increase proposed for each year of each five-year renewal period, which amount shall not be less than 5%;

(3) other items to be provided by Proposer as “added value”, if applicable.

c. Twenty copies of a preliminary site plan, to include, without limitation, the following:

(1) the proposed location of the Co-location Monopole, (2) proposed size and configuration of the demised premises in relation to the balance of the site, (3) proposed size and location of the equipment shelter(s) for the commercial telecommunications co-locator(s), (4) proposed route of utility easement, (5) proposed route of permanent ingress/egress easement, (6) proposed route of temporary construction access easement, and (7) proposed load design for the Co-location Monopole (i.e. the Co-location Monopole must be designed to accommodate WLRN’s telecommunications equipment and the telecommunications equipment of up to four (4) additional commercial co-locators.

d. Proposed criteria and methods to design and construct the Co-location Monopole in such a manner as to conceal the commercial telecommunications operations located thereon, to the maximum extent possible; include height of the Co-location Monopole and proposed mounting elevation of the Proposer’s telecommunications equipment;

e. Type of service to be installed

f. Output power and telecommunications frequencies of Proposer’s equipment, including the equipment manufacturer, software versions, etc.; and

g. Aerial photograph showing all properties within 500 feet of the installation location as measured from the Board-owned site’s property line.

4. One completed and executed Contractor Prequalification Certification Application by Proposer (see Attachment G).

5. One completed and executed Contractor Prequalification Certification Application by Proposer's General Contractor (see Attachment G)

6. Documentation substantiating the Proposer's financial strength and ability to provide start-up operations and reasonable working capital to complete construction of the Work at each location that the Proposer wishes to pursue.

7. Copies of business or occupational licenses, as applicable.

8. Documentation substantiating the Proposer's legal status (i.e., corporation, partnership, etc.).

VIII. SELECTION PROCESS

A. EVALUATION OF PROPOSALS

The Board will consider responses from all Proposers who meet the minimum qualifications and standards set forth in this RFP. The award will be made to the Proposer(s) who best meet(s) the District's specifications and requirements. Additional consideration will be given to the 'added value' associated with the Proposer providing to the Board, at no additional cost to the Board, a minimum number of hi-speed internet accounts with supporting hardware. Proposals will be reviewed by a District evaluation committee, who will review the proposals and verify that the Proposer has met the minimum qualifications and evaluation criteria as set forth in this RFP. As a part of the evaluation process, oral presentations may be made to the evaluation committee, at the discretion of the evaluation committee. If oral presentations are required, each Proposer will be allotted time to give an overview of their proposal.

Subsequent to completion of the selection process outlined in Section VIII(B) of this RFP, resulting in a determination of the Proposer(s) to be recommended to the Board for consideration, the District reserves the right to negotiate with the selected Proposer(s) to finalize the Lease Agreement, for final review and approval by the Board. If the District is unable to reach acceptable terms with the highest ranked Proposer(s), the District may, at its sole discretion, seek to reach acceptable terms with the next highest ranked Proposer(s).

The following factors will be considered when evaluating complete proposals (Phase I and Phase II):

A. Monetary compensation (rental amount proposed) to the District, as well as non-monetary compensation;

B. Qualifications, experience, past performance, and references of the Proposer in the installation and operation of telecommunications facilities;
C. Responsiveness of the proposal, including oral presentation (if required);
D. Fiscal Responsibility/Financial Soundness of the Proposer; and
E. The provision of a minimum number of hi-speed internet accounts with supporting hardware to the District, if offered by the Proposer as an added value item.

The telecommunications evaluation committee will consist of the following individuals, or their appointed designees:

Assistant Superintendent, Procurement Management Services

Administrative Director, Facilities Operation and Legislative Support

Representatives, Planning, Design and Sustainability (2)

General Manager, WLRN

Representative, PTA/PTSA

Representative, Family and Community Involvement Advisory Committee

Representative, School Operations

Representative, Office of Compliance and Business Services

Representative, Procurement Management Services (non-voting)

B. SUMMARY OF DISTRICT PROCESS SUBSEQUENT TO RFP SUBMITTAL

Pursuant to Board Rule 6Gx13-2C- 1.21, the District has established a process for co-location of telecommunications facilities on Board-owned property (see Attachment I). Agreement by the Proposer to adhere to this process is a requirement of this RFP. All Proposer(s) wishing to enter into a Lease Agreement with the Board for the installation and operation of telecommunications facilities must comply with this process subsequent to the Phase I Submittal. If it is determined that a Lease Agreement with the highest ranked Proposer(s) will not be pursued, the District reserves the right to pursue a Lease Agreement with the next highest ranked Proposer(s).

The District's process subsequent to the Phase I Submittal is summarized below, but in all instances where this summary is in conflict with Attachment I, the District shall determine which procedure shall govern:

- District to secure conceptual approval of the sites noted in the Phase I Submittal from site administrator and Region, or other applicable District department(s). School to secure input from its Parent, Teacher and Student Association, Educational Excellence School Advisory Council, or other school based constituencies.
- Upon securing responses from site administrators and regions, District will notify Proposers as to which sites received preliminary approval.
- For sites that receive preliminary approval, Proposers for such sites shall, at their expense, conduct a 'line-of-sight' survey for WLRN telecommunications facilities, as required under Section VI (I) of this RFP. In addition, Proposers may, at their expense, conduct site testing. All of the foregoing testing shall be subject to coordination with the site administrator and compliance with all requirements of this RFP, including, without limitation, the Due Diligence Agreement (Attachment F).
- If the 'line-of-sight' testing shows that the proposed location of the Co-location Monopole will allow the proper operation of the WLRN equipment, and Proposer(s) wish to continue after testing, Proposer(s) must notify the District within ten (10) business days from the end of the Due Diligence period of its intent to discontinue or proceed with the proposal.
- If Proposer(s) wishes to proceed, Proposer(s) shall submit their Phase II Submittal, within fifteen (15) days of Proposer's' notice to the Board of its intent to proceed with the proposal, as well as a **$1,000 non-refundable fee per site** (Cashiers Check or Money Order made payable to "The School Board of Miami-Dade County, Florida"), along with other required technical, civil, architectural, electrical, structural information and proposed monetary/non-monetary compensation, as set forth under Section VII (B) of this RFP.
- Telecommunications Evaluation Committee (TEC) meeting to review the Phase II Submittals and rank Proposers
- Technical review of data by various District departments, **with the cost for such review in excess of $1,000 to be borne by the Proposer(s).**
- Telecommunications Technical Review Committee (TTRC) meeting shall be held to establish negotiation parameters.
- TEC meeting to review proposals for adherence to Board-adopted process and issue recommendations to the Board.
- Board meeting to review proposal, including TEC's recommendation to either approve or decline proposal.
- If Board does not approve proposal, process ends.
- If Board approves proposal, the successful Proposer must provide a final set of plans and specifications for the Work (as defined in Section IV of this RFP) (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 IV of this RFP). 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, 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 Board-owned site; (ii) the design, specifications and/or calculations, as applicable, for any and all proposed improvements to the demised premises including, without limitation, the Co-location Monopole and foundation, equipment shelter(s) and fence; (iii) the design, specifications and/or calculations, as applicable, for any additional work on or about the Board-owned site which is deemed necessary by either the Board or the successful Proposer in order to enable the Board and the successful Proposer and it's co-locators, if any, to use and operate their telecommunications equipment at the demised premises; (iv) civil drawings showing detail of the Co-location Monopole foundation, trenching diagram and other related items; (v) electrical drawings showing all aspects of electrical service to the Co-location Monopole and/or equipment shelter; (vi) 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 (vii) 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 Proposer and its future co-locators, if any, 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 Proposer to the Board within fifteen (15) days from receipt of notice from the Board that the Board approved the contract award to the Proposer. All costs associated with the Plans, including review by the Board, shall be borne by the successful Proposer.

IX. SUMMARY OF LEASE AGREEMENT TERMS

The Board shall enter into a separate Lease Agreement with the successful Proposer for each Board-owned site where a Co-location Monopole is to be installed and operated. The salient terms and conditions of the proposed Lease Agreement are set forth below. For purposes of this summary, the Proposer 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 Proposer 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, provided the Lessee is not in default of the terms of the Lease Agreement;
- Prior to any renewal period, the Parties shall meet to review all issues impacting School operations, and shall seek to modify the Lease Agreement as necessary to address these issues;
- The rental rate during the initial five-year lease term shall be as established through the RFP process and shall remain constant during the initial five-year term;
- The rental rate for each year of each five-year renewal period shall increase as established through the RFP process, but in no event shall be less than 5%;
- In addition to rent, the Lessee shall be required to install and convey one Co-location Monopole in accordance with District criteria, including all design, engineering, permitting and construction costs, as well as the cost to acquire and install the Board's WLRN educational telecommunications equipment on the new Co-location Monopole;
- Lessee shall reimburse the District for the cost of removal by the District of the corresponding Board-owned rooftop antenna;
- Lessee shall have non-exclusive use of a designated portion of the Board-owned site (demised premises, as it may be defined in the Lease Agreement) exclusively for the purpose of constructing the Co-location Monopole and all related improvements, 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 Board-owned site;
- The District and all future commercial telecommunications co-locators, including Lessee, shall each have the non-exclusive right to use the demised premises at all times throughout the term of the Lease Agreement;
- Lessee, at Lessee's expense, shall be responsible for maintaining Lessee's telecommunications equipment located on the Co-location Monopole, as well as its telecommunications equipment shelter, the fence and the grounds within the demised premises;

- The District shall be responsible for maintaining the Co-location Monopole, with the cost of same to be equally shared among the District, Lessee and Lessee's future commercial co-locators. In addition, the District shall be responsible for maintaining its WLRN educational telecommunications equipment located on the Co-location Monopole;
- The Lessee (as Primary Provider) shall have the right to enter into no more than three (3) future sublease agreements with future additional commercial telecommunications providers for use of the Co-location Monopole. In the case of the Developer, the Developer shall have the right to enter into no more than four (4) future sublease agreements with future commercial telecommunications providers for use of the Co-location Monopole as defined in the RFP. In all cases, the parties shall grant a mutual reciprocal right of access and maintenance to the other;
- At such time as the Lessee wishes to add a future additional commercial telecommunications provider on the Co-location Monopole, as defined in the RFP, the Lessee shall notify the District in writing of its intent, and provide all necessary information regarding such co-location, including the name of the co-locator and other pertinent information as may be reasonably required by the District. The terms and conditions of the sub-lease agreement between the Lessee and the future co-locator(s) must be substantially similar to the Lease Agreement between the Lessee and the Board, and Lessee must proffer an equitable revenue sharing formula acceptable to both parties. The proposed sub-lease, including the revenue sharing formula, shall be reviewed/approved by the Telecommunications Committee, as a pre-condition to the Lessee entering into any such sub-lease;
- In the event of damage or destruction to the Co-location Monopole, the District may either cancel the Lease Agreement or repair/replace the Co-location Monopole, at the District's discretion and expense;
- The District shall not be liable for any loss of business, consequential damages or any other damages arising from acts of God;
- Lessee shall be permitted to cancel the Lease Agreement only in the event of damage or destruction of the Co-location Monopole, which the Board fails to repair, default by the District, which default is not cured, or if the appropriate governmental/jurisdictional authority revokes Lessee's license to operate its telecommunications facility, through no fault or action of Lessee or its co-locator(s). In addition, Lessee may cancel the Lease Agreement prior to the commencement of any on-site construction related activities, with ten (10) days prior notice, subject to payment by Lessee to the Board of liquidated damages equal to the first year's rent;
- The District may cancel the Lease Agreement, without cause, only if the site is required for a District purpose, as it may be determined by the Board. If the District cancels during the first ten years of the lease term for (1) a District purpose (2) in the event of damage or destruction of the Co-location Monopole, which the Board chooses not to repair, or (3) in the event the District sells the property, the District shall reimburse the

Lessee for the remaining portion of Lessee's capital cost to construct the Co-location Monopole, as amortized equally over the initial ten-year lease period. Additionally, the District may cancel the Lease Agreement without penalty at any time in the event of default by the Lessee, which default is not cured, or if it is determined by the appropriate jurisdictional entity that Lessee's telecommunications facility or equipment is being operated in an unsafe manner. Additionally, the District 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, without the District's approval;

- Lessee shall be responsible for all utility costs related to the construction and ongoing operation of its telecommunications equipment. 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 Board-owned site, at a location mutually agreed upon, for use by the Lessee for the expressed and limited purpose of Lessee gaining access to and from the demised premises across other portions of the Board-owned site, and for construction staging, equipment storage and other construction related activities. This construction easement shall commence upon the start of construction at the demised premises, and shall automatically terminate on the date of final acceptance of the work, or 12 months from the effective date of the Lease Agreement, whichever occurs first;
- All improvements, equipment or facilities installed, operated and maintained within the demised premises (including the Co-location Monopole) shall become the property of the District upon installation by Lessee and acceptance by the District, with the exception of Lessee's commercial telecommunications equipment, as well as the commercial telecommunications equipment of any future co-locator(s);
- Lessee shall remedy any interference to the District'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 expense, to another mutually agreeable location on the Board-owned site. In addition, Lessee and all future co-locator(s) shall be required to comply with FCC requirements prohibiting interference to other users of the Co-location Monopole;
- The Co-location Monopole shall be sufficiently set back from any existing structures to avoid damage to such structures in the event the monopole were to fall;

- Neither Lessee nor any future co-locator(s) may use the demised premises, the Co-location Monopole or any of their 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; and
- The District's Building department shall have sole authority for all work taking place on Board-owned property and shall review and approve all construction documents, and issue permits for construction.

X. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

A. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

B. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force (see Attachment J).

M/WBE Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://procurement.dadeschools.net/pdf/3920.pdf

XI. INSURANCE REQUIREMENTS/INDEMNIFICATION

A. Prior to the Phase II Submittal, and in compliance with the provisions of the Due Diligence Agreement (see Attachment F) and this RFP, each Proposer shall be authorized to access the Board-owned site(s) for the expressed and limited purpose of (1) conducting a line-of-sight survey to assure the proper operation of the WLRN educational telecommunications equipment at the

proposed location of each new Co-location Monopole, and (2) performing any pre-construction surveys, inspections and testing that Proposer(s) reasonably determines is necessary solely to determine the ability of the site to meet the Proposer(s)' engineering specifications and operational criteria, with all such activities to be at the expense of the Proposer(s). Such on-site testing shall not commence until August 10, 2010 (or such other subsequent date as may be modified by the District), subject to coordination with the site administrator, and subject to compliance with all other requirements of this RFP and the Due Diligence Agreement. Prior to such testing, Proposer(s) 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 Proposer, the Proposers agree without reservation to the indemnification and insurance clauses contained herein, as follows:

INDEMNIFICATION

Proposers 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 Proposer(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, the successful Proposer(s) 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 Proposer(s), 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 Proposer(s) as required by Florida Statutes, (4) Professional Liability Insurance, arising out

of or the rendering or failure to render professional services in the performance of the Lease Agreement, including all provisions of indemnification which is part of the Lease Agreement. The insurance shall be subject to a maximum deductible not to exceed $25,000. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be $1 million per claim/annual aggregate, and (5) 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 Proposer(s).

XII. 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. Proposers and their general contractors must each submit a completed Contractor Prequalification Certification Application (see Attachment G) at the time of the Phase II Submittal or as soon thereafter as possible, and both must be prequalified by the District before commencing any construction activities on any Board-owned site. The process for prequalification from receipt of a complete Contractor Prequalification Certification Application takes approximately sixty (60) days.

XIII. IMPLEMENTATION SCHEDULE

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

Telecommunications Committee Meeting	April 22, 2010
Mailing of Request for Proposals	May 18, 2010
Submittal of Request for Site Visits	May 27, 2010
Deadline for Questions	June 3, 2010

Posting of Site Visit Schedule	June 4, 2010
Site Visits	June 9 and 10, 2010
Pre-Proposal Conference*	June 15, 2010
Opening of Phase I Submittal	June 24, 2010
Notice to Proposer(s) of Preliminary Approval	on or about July 26, 2010
Notice from Proposer(s) of Intent to Proceed with Due Diligence	August 9, 2010
Due Diligence	August 10, 2010- August 30, 2010
Notice from Proposer(s) of Intent to Discontinue or Proceed	September 14, 2010
Phase II Submittal	October 7, 2010
TEC Meeting	October 12, 2010
Oral Presentations (if required)	on or about October 15, 2010
TTRC Meeting	November 16, 2010
TEC Meeting to issue recommendation to Superintendent for contract award(s)	November 18, 2010
Recommendation for Award (tentative)	December 15, 2010

***A Pre-proposal conference has been scheduled for June 15, 2010 at 9:00 a.m., in Conference Room 522A of the School Board Administration Building, located at 1450 N.E. 2nd Avenue, Miami.**

XIV. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00 p.m. (Local Time) June 3, 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 inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP 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 Proposer(s) to monitor this site for posting of response(s). The website link is the following:

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