



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
 1450 N.E. 2nd Avenue, Room 650
 Miami, FL 33132

Direct All Inquiries To Procurement Management Services Buyer's Name: _____ PHONE: (305) 995-_____ Email: _____ TDD PHONE: (305) 995-2400
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BID/RFP ADDENDUM

Date: _____

Addendum No. _____

BID/RFP No. _____ BID/RFP TITLE: _____

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

I acknowledge receipt of Addendum Number _____

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

**Invitation to Negotiate
ITN-22-013-VF
Proposals For Leasing of Board-owned site(s) for placement of Commercial
Telecommunications Facilities**

ADDENDUM NO. 2

QUESTIONS AND ANSWERS:

- Q1: Would the School Board consider allowing the extension periods to be automatic renewal instead of requiring Proposer to give the School District a minimum of 180 days written notice seeking an extension? AT&T has tens of thousands of leases, and this notice could inadvertently not be sent thus terminating the Lease Agreement. Also under Section XVII, Cancellation, Lessor can cancel the Lease Agreement thus reserving its rights.**
- A1: Lease agreements may not renew automatically. Any proposed extension must conform to the process set forth in Section XVI, Extension of Term. In addition, as a matter of School Board policy, the School Board must retain the right to cancel any lease agreement impacting Board-owned land. The provisions under which the School Board may cancel the lease agreement, as set forth in Section XVII, Cancellation, must remain.
- Q2: Can the requirement of reference letters be waived if Proposer is the current Lessee and is also a Lessee on three (3) additional properties owned by the Lessor? The properties are Killian Sr High School, Christina M Eve Elementary School and Bent Tree Elementary School.**
- A2: All responding proposers must comply with the minimum qualification requirements as set forth in Section 5.
- Q3: Please explain what a local tax receipt is, AT&T is a Lessee and does not understand this requirement of the Invitation to Negotiation.**
- A3: Please refer to Section 5a for a full description. If proposer is located in Miami-Dade County, further details can be found at the following website https://miamidade.county-taxes.com/public/search/business_tax.
- Q4: Section XVII, would you changing so that Lessor gives Lessee two (2) years notice of termination? It will take Lessee two (2) years to find a replacement property, lease and receive local approvals for construction of the new property. Also, would Lessor consider not having the ability to terminate the Lease in the initial term unless Lessee is in default?**
- A4: As a matter of School Board policy, the School Board must retain the right to cancel any lease agreement impacting Board-owned land. The provisions under which the School Board may cancel the lease agreement, as set forth in Section XVII, Cancellation, must remain. However, in the event of cancellation by Lessor, Lessee may, at its option, provide written notice to Lessor seeking an extension of the cancellation period, which Lessor may or may not approve, at its sole option.
- Q5: Section XII second paragraph, what is meant by "incidental to Lessee's performance?"**
- A5: The meaning of "incidental to Lessee's performance" would be a question of fact.
- Q6: Would Lessor consider having the last sentence in Section XIV be mutual and read as follows: "Neither party shall be liable for any loss of business, consequential damages or any other damages arising from act of God"?**
- A6: The provisions of Section XIV, Liability For Damage or Injury, must remain as set forth in the lease agreement document.

Q7: Can the following be added to Section XXI "Lessee shall not be responsible for income tax, payroll tax, privilege tax, rent taxes, excise tax and taxes of similar nature"?

A7: It is imperative that any and all taxes, fees or other assessments of any type or nature which may be imposed on the Board-owned land as a result of the leasing, use and occupancy of the premises by Lessee, be and remain the responsibility of Lessee. As such, the provisions of Section XXI, Taxes and Regulatory Compliance, as well as Section XXXIX(K), Miscellaneous Provisions, must remain as set forth in the lease agreement document.

Q8: If damage or destruction occurs would Lessor allow Lessee to place a temporary cell on wheels ("COW") on the property until the property is restored or Lessee can secure another location?

A8: Section XXX, Damage and Destruction, does not make provisions for temporary installation of telecommunications facilities during the time of recovery from an event of damage or destruction. However, in the event of a significant casualty, and upon receipt of written notice from the Lessee, any such request will be addressed by the School Board or its authorized designee, and be given due consideration given the circumstances.

Q9: Since every commercial telecommunication company has slightly different insurance requirements from its Risk Manager, will Lessor allow for modification of the proposed insurance language?

A9: Section X, Insurance, sets forth minimum insurance requirements. However, the successful proposer may work through the School Board's Office of Risk and Benefits Management to modify the insurance provisions, while remaining in full compliance with the minimum insurance requirements of the School District.

Q10: Is the lease included in the Invitation to Negotiate final or can it be negotiated?

A10: The lease agreements included in the Invitation To Negotiate ("ITN") solicitation (Exhibits 15a and 15b) are final in all respects, except for the few remaining items intended to be filled-in at a future date (i.e. name of the Lessee, Board Action Number, Commencement Date, Rent, etc.), as well as attachment of required Exhibits. As a part of any negotiations allowed under the ITN process, the School Board will consider any request made by the prospective vendor. However, under no circumstance will any substantive provisions of the ITN solicitation document or lease agreements be altered or modified in any way, as determined solely by the School District.

Q11: I tried to get into the meeting today and none of the numbers worked. Not sure if I missed it or if it was canceled. If you have a link where the asked questions are or if this was recorded, please let me know.

A11: The following is the link to the pre-proposal meeting recording: https://miamidadeschools-my.sharepoint.com/:f/g/personal/285667_dadeschools_net/EokTq4UID79DsSQLd2VCTPsBA1wLHZWBgWIWJezvPro_vA?e=IbYjxl