PLYMOUTH-CANTON COMMUNITY SCHOOLS

REQUEST FOR PROPOSALS

Assignment of Rights to Wireless Telecommunication Lease, Tower and/or Tower Management Agreement

Plymouth-Canton Community Schools
E.J. McClendon Educational Center
454 South Harvey
Plymouth, Michigan 48170
Plymouth-Canton Community Schools

Request for Proposals

Assignment of Rights to Wireless Telecommunication Lease, Tower and/or Tower Management Agreement

Plymouth-Canton Community Schools (the "District") is accepting proposals from qualified companies for 1) the assignment of an existing cellular communications lease current lease revenue; 2) the purchase of the Tower after the District takes ownership of such Tower on July 1, 2018; and 3) an agreement with a qualified organization for cell tower management and marketing services for the cell tower and related leased ground space. Specific details related to the District's site and requested terms and conditions are outlined below.

I. PROPOSAL INSTRUCTIONS AND SUBMISSION PROCESS

A. Proposal Submission and Time Table. To be considered by the District each interested bidder must submit five (5) copies of a complete proposal (hereinafter "Proposal") no later than 1:00 p.m., Thursday, April 17, 2014.

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Release of RFP &amp; Post to Bid4Michigan</td>
<td>March 24, 2014</td>
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<tr>
<td>Advertisement of RFP</td>
<td>March 27 and 30, 2014</td>
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<tr>
<td>Deadline for Request for Walk-Through</td>
<td>April 3, 2014</td>
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<tr>
<td>Deadline for Requests for Clarifications</td>
<td>April 4, 2014</td>
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<tr>
<td>Proposals Due</td>
<td><strong>April 17, 2014, 1:00 pm</strong></td>
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Proposals should be marked "PROPOSAL FOR CELLULAR TOWER LEASE ASSIGNMENT AND MANAGEMENT" and addressed to:

Mr. Brodie Killian  
Deputy Superintendent, Business and Operations  
Plymouth-Canton Community Schools  
454 South Harvey Street  
Plymouth, Michigan 48170-1630  
(734) 416-2740 Office  
(734) 416-4931 Fax  
Brodie.Killian@pccsmail.net

It is the intent of the District to award a bid under this RFP in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements.
B. **Late Proposals.** Any proposal received by the District after the time specified above will not be considered. A party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

C. **Withdrawal of Proposals.** Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the company's representative signs a receipt for the proposal prior to the submission deadline. Proposals shall not be withdrawn for a period of one hundred twenty (120) days following the submission deadline.

D. **Questions, Clarifications, Addenda to RFP.** Inquiries may be made to Mr. Brodie Killian at the email address provided above. Copies of this RFP and any associated addenda may be obtained from the District between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified above for the submission of Proposals. If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be posted on the District's website. All interested bidders are encouraged to check the District's website for such updates prior to the deadline for proposal submission.

E. **Economy of Preparation.** Proposals should be prepared simply, providing a concise description of the submitting party's ability to meet the requirements of this RFP. Successful bidder proposals become the property of the District and will not be returned.

F. **Proposal Signature.** The Proposal should be signed by the person responsible for the decision as to services and costs being offered using the form attached hereto as Attachment A. In the case of a joint proposal, each party should certify as to services and costs being offered by it in connection with this proposal.

G. **Prime Responsibilities.** The company selected will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services. The selected company shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

H. **Proposal Preparation Costs.** All costs incurred for proposal preparation, presentation, or contract negotiation are the responsibility of the company. The District will not pay the cost for any information solicited or received.

I. **Acceptance of Proposal Contents.** The contents of the proposal of the selected company will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by the District. Failure of the successful company to abide by such obligations without the express consent of the Board of Education of the District shall result in cancellation of the award.

J. **Release of Claims.** Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

K. **Additional Documentation/Lease Agreements.** Interested Bidders may obtain copies of all related lease and sub-lease agreements related to the Tower, as described below, by contacting Tiffany Brindza at tiffany.brindza@pccsmail.net.
M. **Collusive Bidding and Relationship Disclosure.** By submission of a Proposal the bidder certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action. Each bidder shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment B. Bidders shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment C.

N. **Pre-Bid Walk of Facilities.** The District may permit a pre-bid walk of the leased premises and wireless communications facilities. Interested Bidders should contact Tiffany Brindza at Tiffany.Brindza@pccsmail.net on or before **Wednesday, April 3, 2014** to schedule a time for such walk-through. If multiple requests are received the District will schedule one walk-through on a date and time the week of April 7, 2014. Please note, such walk-through shall only include a visual inspection of the site, tower and leased premises/ground space.

II. **GENERAL INFORMATION**

The District entered into a wireless communications lease agreement with Detroit SMSA Limited Partnership (doing business as Ameritech Mobile Communications, Inc.) which commenced July 1, 1993 (hereinafter "1993 Lease"). The leased premises and tower which was constructed under the lease (the "Tower") are located at 8415 Canton Center Road, Plymouth, Michigan.

Ameritech later assigned its rights in the lease agreement to American Tower Asset Sub LLC. The 1993 Lease was amended on December 19, 2002 to specifically allow for three (3) subtenants, or a total of four (4) tenants on the Tower (hereinafter "First Amendment"). This First Amendment requires that American Tower pay rent in the amount of $1,000 per subtenant with an annual rent escalation of 4%. The lease was again amended on March 3, 2008 (hereinafter "Second Amendment") to permit up to six (6) subtenants, or a total of 7 tenants on the Tower.

The 1993 Lease provided for an original five (5) year term with four (4) additional extension terms of five (5) years each. Thus, the current 1993 Lease will expire on June 30, 2018. Upon termination, the antenna structure or tower shall become the property of the District, or, at the District's election, the District may require that the Tower be removed. It is the District's intent at this time to take ownership of the Tower on June 30, 2018.

The District currently receives rent for Ameritech under the 1993 lease as well as rent for the following communications subtenants currently located on the tower: 1) Nextel Communications, Inc.; 2) MetroPCS Michigan; 3) T-Mobile Central, LLC; 4) FiberTower Network Services; and 5) Clearwire US LLC. Copies of subtenant lease agreements will be made available at the District and may be obtained by contacting the District.

III. **SELECTION PROCESS OVERVIEW AND SELECTION CRITERIA**

A. **Process Overview**

After submission of proposals, such proposals shall be reviewed by the District's administrative team and thereafter evaluated by the Board of Education. As noted above, all proposals shall be valid for a period of one hundred twenty (120) days. If the District requires interviews or other additional
information, it may request same from (a) all bidders; or (b) those bidders that the District determines appear most likely to be selected as finalists.

Bidders selected to appear for an interview, to provide additional information, or to engage in subsequent negotiations as applicable, will be notified in writing, by mail, by facsimile transmission, by email, by telephone, or in person regarding the time and place of such interview/discussion. After reviewing and evaluating the Proposal(s) and possibly conducting interviews/discussions, the District may narrow the bidders to a short list to be invited to make a best and final submission and either select a bidder or withdraw the RFP and reject all proposals.

B. **Bid Award and Negotiation of Agreement**

The District will select, if at all, the bidder whose proposal or negotiated proposal is deemed in the best interest of the District. Based on its evaluation of the proposals as described in this RFP, the District will determine proposals that are reasonably acceptable to the District or, alternatively, that none of the proposals are acceptable. The District may engage in further discussion with any or all bidders subsequent to the deadline for submission to negotiate financial terms or otherwise.

Promptly after being notified of selection, the District and selected successful bidder shall negotiate a final agreement acceptable to both parties which will include the terms and conditions of this RFP. Submission of a proposal will be deemed an acceptance of the terms in this RFP, except and to the extent the bidder specifically and expressly identifies objections thereto in writing and identifies the concerns related to such terms or conditions. As such, each bidder should carefully review the terms and conditions of this RFP.

Acceptance of any proposal does not constitute a binding agreement until a written contract is signed by both parties.

If for any reason the District and the selected successful bidder have not agreed upon and executed an agreement within thirty (30) days of the date of award, the District may, in its sole discretion and without incurring any liability, terminate or suspend negotiations with the bidder. In such event, the District may, but shall not be obligated to, proceed to finalize and execute an agreement with another bidder.

C. **Rights of District**

The District reserves, holds and may exercise, at its sole discretion, the following rights and options with regards to the RFP:

- To reject, for any reason, including non-compliance with the RFP, any and all responses and components thereof, and to eliminate any and all bidders to the RFP from further consideration for the selection.
- To supplement, amend or otherwise modify the RFP.
- To waive any technicality or non-conformance of the proposals, whether material or otherwise.
- To change or alter the schedule for any events called for in the anticipated selection schedule set forth herein.
To conduct investigations of any or all of the bidders and/or their responses as the District deems necessary and convenient.

To clarify the information provided as part of the response, including discussions with contact persons and any supplied or discovered references.

To request additional information to support the information included in any response including financial qualifications. The additional information may facilitate the final selection of the successful bidder.

To decline to enter into an agreement for any purpose.

To abandon this selection process at the District's convenience at any time and for any reason.

To select a qualified bidder and negotiate an agreement and other documents based upon a response, that in the District's sole judgment, best serves the interest of the District, the residents of the District, or the region in general.

To waive any irregularity in the RFP process or any Proposal, and the right to award the contract to other than the bidder submitting the lowest bid. The District reserves the right to request additional information from any or all bidders, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal.

IV. ADDITIONAL TERMS AND CONDITIONS

1. The contents of this RFP and accepted portions of the Proposal submitted by the successful bidder, as determined in the District's sole discretion, will be considered as part of the contractual obligation entered into between the parties.

2. The selected successful bidder shall be required to provide the District with an annual reconciliation showing rental amount paid and certification that the appropriate escalation has been used. Further, the selected successful bidder shall provide the District with rent or financial reconciliation reports as reasonably requested by the District for the purpose of verifying that any revenue share terms and conditions have been complied with. In the event of a revenue share arrangement, the selected bidder shall be required to provide copies of all underlying sub-lease agreements.

3. The District will consider an agreement having a term of no more than thirty (30) years consisting of an initial term and renewal terms. The District may consider the sale of the Tower upon the transfer of title in the Tower to the District on July 1, 2018; however the District will not consider the sale of or a perpetual lease or easement in the real property.

4. The successful bidder shall procure and maintain General Liability Insurance having initial coverage of not less than Five Million Dollars ($5,000,000) bodily injury and property damage in any one occurrence. The resulting contract under this RFP shall require that insurance coverage be reviewed by the District's risk manager prior to each renewal term and may be reasonably increased based on the recommendation of the District's risk manager. Insurance shall be obtained through an insurance provider authorized by law to transact the business of insurance in the
State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the District prior to execution of a contract. The selected bidder shall maintain such workers compensation insurance as will protect the selected bidder from claims that may arise from operations under, related to, or about the contract.

5. The selected bidder shall agree to indemnify the District, and any officer, employee or agent and hold the District, and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the District), and for injury or damage to or destruction of property (including property of the District), resulting from any and all actions or omissions of the contracted successful bidder or their employees, agents or invitees, or any subcontractor of the contracted successful bidder or any of such subcontractor’s employees, agents or invitees. The successful bidder shall also indemnify and hold harmless the District from any tax or levy imposed upon or charged to the District as a result of operations of the wireless communications facilities pursuant to the contract. The District shall not indemnify the successful bidder, its employees or agents and such terms shall not be included within the proposed contract between the successful bidder and District.

6. Any assignment of rights, including sale of the Tower, will be offered to the bidder in “as is” condition. The District shall make no improvements or upgrades to the cellular tower, equipment, or sites as part of this transaction.

7. The successful bidder shall warrant and represent that it is an equal opportunity employer and that it does not unlawfully discriminate or discriminate against anyone due to race, creed, color, age, sex, national origin, disability or handicap.

8. The successful bidder shall comply with sound engineering and safety practices and any and all District and/or District Board of Education policies, practices, procedures and rules, past, present and future. The successful bidder shall perform its obligations hereunder in compliance with each and every Federal, State and Local law, statute, act, rule, regulation and ordinance, including applicable licensing requirements. The successful bidder shall be responsible for obtaining all governmental permits, consents, and authorizations, as may be required, to perform its obligations. This provision includes every Federal, State and Local law, statute, act, rule, regulation, and ordinance.

9. This RFP does not contain every term or condition that may be required in the lease agreement. Acceptance of a proposal is subject to approval of lease terms by the District’s legal team. The successful bidder is responsible for negotiating all future subleases and will be required to provide the District with copies of executed sublease agreements and amendments.

V. FORM OF PROPOSAL

A. General Proposal Information

1. Due to the fact that the District is requiring alternative financial proposals as more fully described in the following section, each bidder shall include an executive summary related to the financial terms and alternatives proposed with its proposal submission.
2. Each proposal shall contain a net present value summary of the anticipated revenue share portion.

3. The District intends to negotiate an agreement with the bidder that presents the best financial offer yielding the highest net monetary value.

B. Financial Terms

The District will be considering alternative proposals, more fully described below, from interested bidders. While alternative proposals will be considered by the District, bidders should be advised that the District is primarily interested in entering into an agreement which provides for an upfront, lump sum payment for existing rental income and sale of the Tower in combination with an on-going rental income stream for ground space and access easements. Bidders are advised that the District will not consider the sale of real property. In order to best evaluate proposals, each bid proposal must identify compensation to be paid for the following components: 1) a lump-sum payment for existing rental income due to the District under the current 1993 Lease Agreement; 2) rental income for the lease of ground space commencing on July 1, 2018; and 3) alternative proposals for the purchase or lease of the Tower commencing on July 1, 2018.

1. **Existing Rental Income.** Each proposal shall include a one-time lump sum payment for all rental income due to the District under the remaining term of the 1993 Lease (i.e. through June 30, 2018). For the purpose of consistency, such proposals shall be based on rental income from July 1, 2014 through June 30, 2018.

2. **Lease of Ground Space.** Each bid submission shall include proposed rental income for the lease of ground space, including space within the existing structure as well as at the base of the Tower, as well as easements for ingress, egress and utilities commencing on July 1, 2018 upon expiration of the current 1993 Lease and extending for a period of either twenty (20) years or thirty (30) years. Such lease agreement proposals shall include compensation for such ground space and easements to be paid on an annual basis in advance of each annual rental period.

3. **Tower.** The District will consider alternative proposals for the lease or purchase of the Tower on July 1, 2018, which shall include the following alternatives:
   a. The purchase of the Tower on July 1, 2018 by way of a one-time lump sum payment in conjunction with a share of on-going revenues related to future rental income; and
   b. The purchase of the Tower on July 1, 2018 by way of a lump sum payment *without* a revenue share component; and
   c. The lease of the Tower and ground space under which the successful bidder receives a revenue share or other form of management fee and the District retains full ownership in the Tower. In the event bidders are interested in the lease of the Tower, the term of such lease shall coincide with the term of the ground space lease, thus bidders must include a proposal for a term of twenty (20) years and for a term of thirty (30) years.

4. Bidders may include additional proposals with alternate financial terms or options which include an upfront payment in conjunction with a share of on-going revenues.
5. The selected successful bidder shall be required to provide the District with an annual reconciliation showing rental amount paid and verification that the appropriate escalation has been used.

C. **Company Information and Qualifications.** Each bidder shall provide the following information:

1. Full name, tax identification number and main address of company's main office. Include the address of any offices located within the State of Michigan.

2. Names, contact information and expertise of company principals.

3. Brief background description of the company including a brief description of financial stability and number of years in operation.

4. Number of towers managed on a national basis as well as number of towers managed within the State of Michigan.

5. Number of towers directly owned by the company, including affiliates and subsidiaries.

6. Names and contact information of employees who would be directly responsible for management of the District's site.

7. Identify any issues that would preclude your company from being successful in negotiating a lease or managing the tower.

8. List any required unique language or lease terms or languages that are not in the current lease.

9. Provide references for any Michigan public school districts (up to five (5) in total) with which your company has a lease contract including contact information. If your company does not manage or own any tower or sites related to Michigan public school districts, identify any other lease agreements with municipal entities outside of the State of Michigan providing at least five (5) references with contact information.

10. State whether the company has been named as a defendant in any litigation brought as a result of any contract for the purchase of a tower, assignment of rental income or revenue share agreement related to cellular tower or site operations or any contract for the management of a wireless communications site or lease agreement. Provide a brief description of the circumstances related to such suit.
Attachment A

The signature below by the company's authorized representative constitutes the bidder's certification that it is voluntarily submitting this Proposal in response to this RFP.

The offer set forth in this Proposal shall remain firm for one hundred twenty (120) days from Proposal due date. The bidder understands that the terms and conditions as set forth in this RFP and terms of the Proposal acceptable to the District and will be incorporated into the resulting agreement between the parties. Bidder has identified any terms and conditions of this RFP which are deemed unacceptable to the bidder.

In signing this Proposal, Proposer warrants that all certifications and documents requested by this RFP are attached and properly completed.

Signed this ______ day of ______________________, 2014.

Firm name: ____________________________

Address: ____________________________

Phone Number: ________________         Fax Number: ________________

State of incorporation (if applicable): ____________________________

By: ____________________________

Print Name: ____________________________

Title: ____________________________
ATTACHMENT B

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (*This statement must be notarized*)

We state that no familial relationship exists between the owner or any employee of the company and/or any member of the Board of Education, superintendent or executive of the Plymouth Canton Community School District. If such a relationship exists, please explain:

____________________________________________________________________________

____________________________________________________________________________

NOTARY: ___________________________ DATE: ___________________________

(print or type)

COUNTY: ___________________________ STATE: ___________________________

____________________________________________________________________________

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: ___________________________
ATTACHMENT C

AFFIDAVIT OF BIDDER
IRAN ECONOMICS SANCTIONS ACT

The undersigned, the owner or authorized officer of __________________ (the “Bidder”), pursuant to the Iran Economic Sanctions Act (MCL 129.313), hereby represents and warrants that it is not an “Iran linked business”.

BIDDER: __________________________
By: ______________________________
Its: ______________________________

STATE OF MICHIGAN )
COUNTY OF WAYNE )

The instrument was acknowledged before me on the _____ day of ____, 20 ____, by

__________________________ Notary Public
__________________________ County, Michigan

Acting in the County of: ____________