

**REQUEST FOR PROPOSALS
WIRELESS SERVICES FOR THE COUNTY OF ITASCA**

Definitions.

1. **Equipment and Facilities:** Antennas, antenna-related equipment, antenna mounts, support brackets, attaching hardware, cables, wires, and associated facilities necessary to provide Wireless Data Services at the at Tower sites.
2. **Non-secure Wireless Data Services.** Wireless Data Services where public access to oral communications or other data transmitted through, and by means of, the Equipment and Facilities is not precluded.
3. **Secure Wireless Data Services.** Wireless Data Services where public access to oral communications or other data transmitted through, and by means of, the Equipment and Facilities is precluded.
4. **Towers:** The County owned towers located on the attached maps.
5. **Wireless Data Services:** wireless services adequate in bandwidth to transmit and receive data, images and video, either through a secure network or via the non-secure Internet.

Background

The County of Itasca ("County") is a political subdivision of the State of Minnesota. The County, led by its Sheriff's Department ("Sheriff") has implemented an 800 MHz wireless communication network that provides radio coverage throughout the County, an area of approximately 3,000 square miles. This network consists of 11 towers, 9 of which are owned by the County. These towers are approximately 350 - 450 feet in height. Their locations are set forth on the attached map. The County has departments in addition to its Sheriff that may require Wireless Data Services to meet their respective voice and data transmission needs.

The Sheriff's needs for Wireless Data Service includes capacity to receive and transmit records, photographs, and other data to mobile units so that officers in the field can receive and transmit current information regarding individuals, vehicles, buildings, emergencies, and other things and activities which will promote greater efficiency in its operations. The ability of mobile units to transmit and receive video is emphasized.

In addition, there is a lack of enhanced broadband services to some of the communities and rural portions of the County. Many of those residents have no access to high speed broadband services other than by satellite. Other parts of the County have only one provider, and may benefit from a more competitive environment for these services.

The County, through its governing body, has authority to enter into antenna site use leases with commercial wireless service providers and other users for the purpose of installing antennas and equipment on County-owned towers. The County may charge fees for this privilege based on the value of the real property or structure made available, and for the public safety communication costs. The County may enter into antenna site use leases by any means available and in the

manner determined by its governing body, with or without advertising for bids. Minn. Stat. 375.87, subd. 2.

In summary, the County requests proposals from commercial wireless service providers to enter into antenna site use leases for the installation of "equipment and facilities" upon the Towers for the provision of Wireless Data Services. Nothing in the leases will preclude the commercial provider from providing wireless data services to users other than the County and its departments so long as they do not interfere with County services and others existing services at Tower sites.

Project Goals

The provider must:

1. Provide Secure Wireless Data Services to the Sheriff and to other law enforcement and emergency response agencies authorized throughout the County at no cost.
2. Provide Secure and Non-Secure Wireless Data Services to other County departments and other federal, state, and local governmental units authorized by the County at no cost.
3. Ensure that no harmful interference will be caused to the Tower, antennas, and related equipment and facilities, nor to the reception or transmission of signals to and from existing antennas due to the installation or operation of the providers Equipment and Facilities; and to immediately cease operation of the provider's Equipment and Facilities if any such interference is caused. If the cause of the interference cannot be corrected within a reasonable period of time, the provider must agree to remove its Equipment and Facilities from the Tower, and the lease shall become null and void.
4. Enter into antenna site use lease agreements with the County for a term of five years or other term as may be mutually agreed upon, and paying therefore a sum to be negotiated and agreed upon, and subject to such other terms and conditions the parties agree to.
5. Agree to indemnify, protect, and hold the County harmless against any and all damage, expense, charge, loss, or liability which may occur by reason of the provider's installation, maintenance, or operation of its Equipment and Facilities upon the County's Tower and associated facilities. During the term of the agreement, and at its expense, the provider must further agree to maintain such adequate insurance as will fully protect the County against all claims, liability, damage, and hazards, both known and unknown by reason of the uses allowed under the lease. In no event shall the provider's types and amounts of insurance coverage be less than the County's maximum liability amounts under Minn. Stat. 466.04, subd. 1(a).
6. Abide by federal, state, and local laws and regulations applicable to its Wireless Data Services and obtain all permits for the construction and operation of its Equipment and Facilities.
7. Identify with particularity its Equipment and Facilities to be utilized at the tower site, including overall weight and dimensions of its large components, and not drill holes in the Tower or members thereof without the consent of the County.
8. The provider must maintain their equipment at the tower sites and leave the premises in a good condition and state of repair during the continuance of the lease, and ensure that all work by the provider or its contractors be done in a professional and neat appearing manner.

9. Agree that before expiration of the lease that it will restore the Tower and premises about the tower to the same condition as that existing at the time of entering upon the same under the lease, reasonable and ordinary wear and damages by the elements or by circumstances over which the provider has no control excepted
10. Agree that any damage done to the painted surface of the tower structure during installation, maintenance, or dismantling of the provider's fixtures shall be promptly corrected by repainting or refinishing the same with approved materials, at provider's sole cost.
11. Agree that should the County desire to install additional equipment on its towers in the future exceeding the designated load limit of its towers, the provider will have the option of removing its Equipment and Facilities after termination of the lease as provided for, or upgrading the Tower at provider's sole expense to safely support additional equipment.
12. Agree that either party may cancel the terms of the lease by giving 90 days written notice to the other party.
13. Quit and deliver of the Tower and its premises to the County peaceably and quietly at the end of the term of the lease or at any previous cancellation thereof.
14. Agree that no person shall, on the grounds of race, color, or religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin or sexual orientation be excluded from full employment rights, and participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
15. Not assign its rights and responsibilities under the lease without prior written approval by the County. Agree that all data collected, created, received, maintained, or disseminated for any purposes by the provider because of this agreement is covered by the Minnesota Data Practices Act, Minn. Stat. Chapter 13, as amended and the Minnesota Rules implementing that Act now in force or as may be amended, as well as any federal laws or regulations on data privacy.

RFP: Additional Elements

Interested providers should provide the following information in their proposals:

1. Describe company, company's history, company's officers and key staff, technical and business qualifications, and locations where company services are currently provided. Include information on any existing law enforcement or emergency services networks in which the company has designed, deployed, or operated.
2. Describe the proposed technical solutions that will be used to deliver Wireless Data Services to the County, its Sheriff, other county departments, and other non-county law enforcement or emergency agencies, and if applicable, the general public. Identify proposed frequencies, licensed or unlicensed spectrum requirements, security capabilities, coverage characteristics with propagation maps, and other appropriate technical information.
3. Describe the deployment, operational costs, and Equipment and Facilities associated with the technology proposed.

4. Describe the business model(s) proposed to finance and operate its Equipment and Facilities, and communication services related thereto. Describe the proposed costs to the County for equipment, management, and operations. Describe the income or value to be derived by the County in exchange for the provider's use of the tower.
5. Describe in detail the types of Wireless Data Services that would be available to citizens of Itasca County, including the expected service coverage areas, broadband internet speeds, and prices.
6. Identify any outside funding sources that may increase the affordability for this project for the County and its citizens. Describe your experience in obtaining and managing these types of funds.

Informational Conference

There will be an informational conference to discuss this Request for Proposals on the 12th day of November, 2009, in the West Venue of the County Board Room, main floor, at the Itasca County Courthouse, Grand Rapids, Minnesota. If the provider has any questions, they should bring those questions to the informational conference meeting and submit the questions at that time. Questions will be answered in a timely manner. Copies of all the questions and answers will be distributed to any provider making a request.

Submission Rules

All proposals must be received by 4:00 p.m. on the 18th day of December, 2009. Submissions should be mailed or delivered to Irene C. Koski, Itasca County Coordinator, Attention: Wireless Services Proposal, 123 NE Fourth Street, Grand Rapids, MN 55744. No submissions by e-mail. All submissions must be by U.S. mail or hand-delivered.

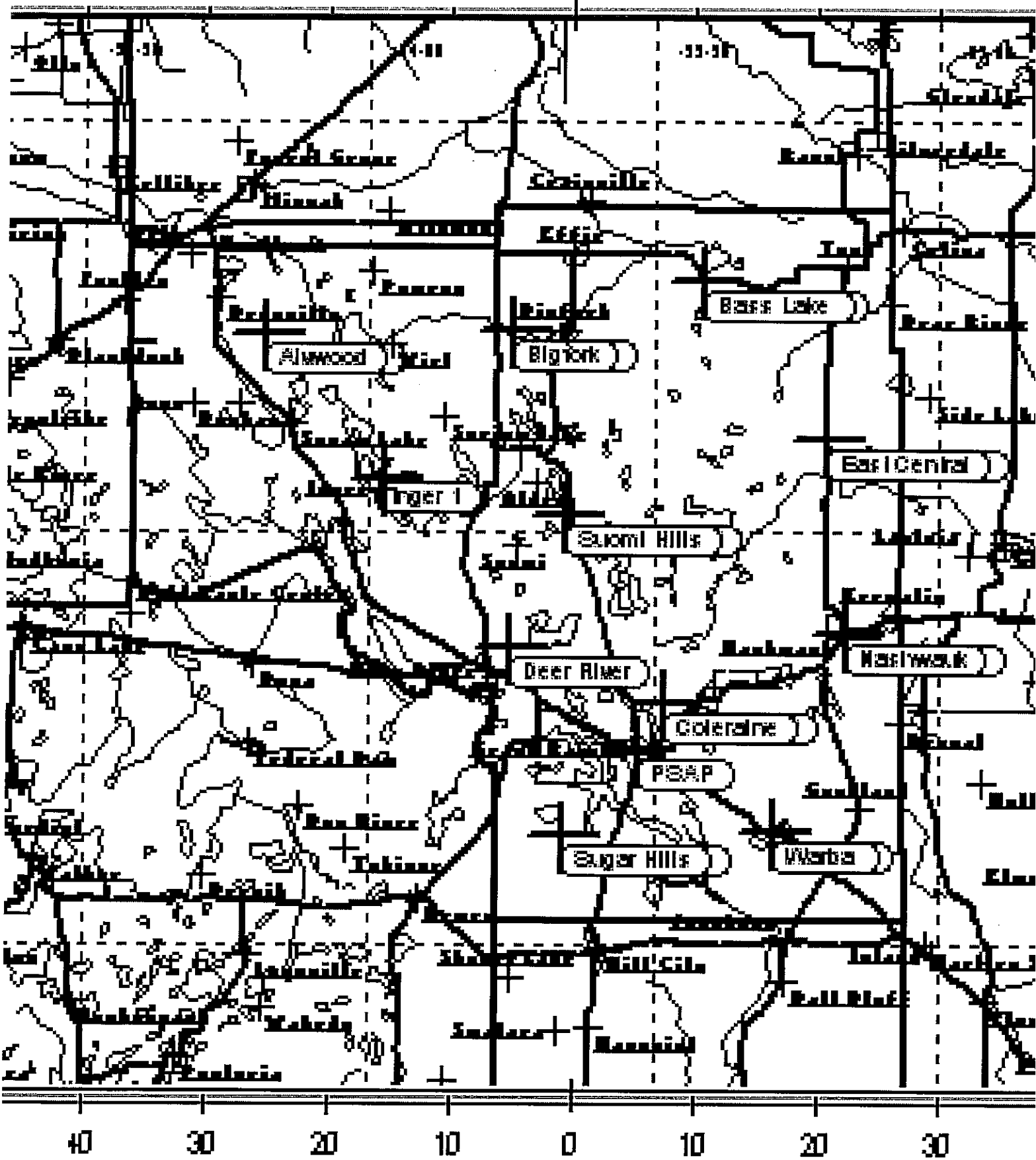
County Contacts

For purposes of this Request for Proposals, the County's representatives are:

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Itasca County Tower Site Data						
	Site Name	Physical Location	Coordinates	Tower Height	Ground Elevation	ASR
1	Suomi Hills	.5 mi W & .2 mi S of junction State 38 & Co Rd 48, SE of Marcell	N47-31-14 W093-39-10	450 ft	1433 ft	1254611
2	Coleraine	2.5 Mi W. of Coleraine on CR 61	N47-17-29.8 W093-28-55.7	300 ft	1425 ft	1208747
3	Deer River	2.5 Mi NE of Deer River on Co Rd 144	N47-21-34 W093-45-17	330 ft	1450 ft	TBD
4	Sugar Hills	Sugar Hills, 9 mi SW of Grand Rapids; 2 Mi E of junction Co Rd's 17 and 449	N47-07-56.9 W093-39-27.0	350 ft	1650 ft	1253368
5	Inger	1 mile NE of...	N47-33-59.7 W93-58-13.1	450 ft	1350 ft	1253369
6	Nashwauk	No side of Hwy 169, junc. Co Rd 86	N47-22-31 W93-09-38	350 ft	1530 ft	1253367
7	East Central	16 miles no of Nashwauk on State Hwy 65	N47-36-45 W93-11-47	400 ft	1433 ft	1253845
8	Bass Lake (NE)	State Hwy 1, 11 miles ESE of Effie, MN	N47-48-20 W93-24-38	400 ft	1381 ft	1253374
9	Bigfork	1 mile south of CR 14, 4 miles west of...	N47-44-43.5 W093-44-43	400 ft	1331 ft	1253370
10	Alvwood	.75 mile north of CR29, 4 miles east of...	N47-44-25 W94-10-42.8	400 ft	1420 ft	1253373
11	Warba Cell Tower	20374 US Hwy 2	N47-08-09.7 W93-17-15.6	400 ft	1280 ft	1224083



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