SPECIAL CONDITIONS

A. PURPOSE: The purpose of this bid is to establish a contract, for the commercial leasing of the parking facilities located at the corner of NE 14th Street and NE 2nd Avenue, Miami, Florida, as further described by folio numbers 01-3136-014-0020 and 01-3136-014-0010. The term of the contract shall be for one year from the date The School Board of Miami-Dade County, Florida ("Board") receives written notice from LESSEE that it has obtained all necessary licenses, permits, use approvals or other approvals, as required for the use of the demised premises by the local government or other governmental agencies and same have been reviewed and approved by the Board, and LESSEE has satisfied all other preconditions of the lease agreement. The initial one-year lease term may, at the sole option of the Board, be extended for two (2) additional one year periods, as provided under the terms of the lease agreement. The Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the Awardee at least 90 days prior to the end of the current contract period. The Awardee will be notified when the recommendation has been approved. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

Under this Invitation to Bid (hereinafter referred to as the "ITB") and pursuant to School Board Policy 7520 – Leasing of School Board-Owned Property (see Attachment "A"), the Board will be considering bids for the commercial leasing of the paved parking facilities at the above-referenced site. For purposes of this special conditions summary, the bidder may also be referred to as the "Lessee". Relevant information pertaining to this facility is as follows:

1. Lessee shall have non-assigned and non-exclusive use of the parking facility owned by the Board located at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, as further described by folio numbers 01-3136-014-0020 and 01-3136-014-0010, containing a total of approximately one hundred twenty-five (125) parking spaces (see Attachment "D") (hereinafter referred to as the "Demised Premises" or "Parking Lot").

2. Lessee shall supervise the Parking Lot at all times during its period of use, and shall secure and lock all Parking Lot gates at the end of each daily period during which the Lessee has use of the Parking Lot. The Parking Lot shall be attended at all times, at Lessee's sole cost and expense, by at least one uniformed parking attendant, and if necessary, by such additional personnel as may be required to comply with the terms of the lease agreement, and to maintain the Demised Premises safe and secure. If at any time during its period of use, Lessee closes the Demised Premises prior to Lessee's advertised hours of operation, Lessee may not discontinue on-site supervision of the Demised Premises if patron vehicles are parked within the Demised Premises.

(Special Conditions Continued)

3. The maximum available hours of use shall be:

Monday-Thursday	6:00 p.m. through 6:00 a.m.
Weekends	6:00 p.m. Friday through 6:00 a.m. Monday
Holidays	6:00 p.m. of previous day through 6:00 a.m. of the following day for those holidays observed by administrative offices of the School District (which may be different than school holidays, teacher planning days, etc.)

It is expressly understood that the above hours of use are the maximum authorized by the Board. Lessee acknowledges and agrees that the hours of use may be further limited by the City of Miami or other jurisdictional entities, and it is Lessee's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to submittal of its bid.

4. Use of the Demised Premises shall be limited from time to time, in whole or in part, to accommodate District functions and special events, at the discretion of the Board.

5. Use of the Parking Lot shall be limited to the provision of self-parking, valet parking, or combined self/valet parking services. **Lessee acknowledges and agrees that use of the Parking Lot for valet or combined self/valet purposes may be restricted or prohibited by the City of Miami or other jurisdictional entities, and it is Lessee's sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its bid**. Since the use of public school property by particular individuals, groups, organizations and business enterprises may not be in the best interest of the Board, the Board reserves the right to review any valet or combination self/valet parking arrangement offered, in order to insure compliance with Board Policies and rules. Should the Lessee wish to enter into a contract to provide valet or combined self/valet parking services, the Lessee shall submit a written request to the Board, and the Board, or its designee, may, at its sole discretion, refuse permission to allow such an arrangement.

6. At time of submittal, Lessee must provide evidence of a minimum of three (3) years recent and verifiable experience by the specified entity with whom the Board would be leasing in the type of use for which the Parking Lot will be leased (e.g., if proposed use is for self parking, evidence of a minimum of three (3) years recent and verifiable experience in self parking must be presented). **Such evidence of experience must be in written or document form acceptable to the Board (e.g., licenses, agreements) and must be included with your bid at time of submittal**. Lessee's failure to provide this information may, at the Board's sole option, cause Lessee's bid to be deemed unqualified.

(Special Conditions Continued)

7. The lease agreement must be executed by Lessee and returned to the Board within ten (10) business days after receipt from the Board. Lessee's failure to execute and return the lease agreement within the designated time period shall cause Lessee to be in default and may, at the Board's sole option, render the contract award to Lessee null and void.

8. Lessee shall have the sole responsibility for complying with local parking lot ordinances, securing applicable licenses, permits and/or use approvals through the City of Miami or other governmental agencies. Such responsibility shall include payment of all fees, expenses, monies, and any other additional charges or surcharges by the local government or other governmental agencies, as well as provision of all necessary applications and documents. Lessee shall not be authorized to operate, use or occupy the Parking Lot until Lessee has obtained all required licenses, certificates, permits, use approvals and/or other approvals and same have been reviewed and approved by the Board. **Any repairs or improvements of the Parking Lot required as a pre-condition to licensing, including any repairs or improvements required by the City of Miami or other governmental or jurisdictional entities, shall be done at Lessee's sole cost and expense, with the Board's prior written approval.**

9. Prior to commencement of the lease agreement, Lessee shall deliver to the Board proof of capacity to execute the lease agreement in form acceptable to the Board, and other such documentation, acceptable to the Board, evidencing Lessee's formation, existence, legal and good standing status and authority to execute and enter into the lease agreement.

10. If Lessee fails to secure all necessary government approvals within ninety (90) days of receipt of the lease agreement from the Board, or if, within said time period, Lessee fails to provide written notice to the Board indicating the status of Lessee's government approvals and providing a date, agreeable to the Board, by which such approvals will be obtained, the Board may, at its sole option, cancel the lease agreement with no compensation due to the Lessee.

11. In addition to payment of rent to the Board, Lessee shall make the required parking surcharge payments each month in compliance with the City of Miami Ordinance 11813 ("Ordinance") and shall comply with all provisions of the Ordinance.

12. The minimum acceptable bid amount under this ITB is **Ninety-Four Thousand Nine Hundred Dollars and 00/100 ($94,900)** annually.

Additional required terms and conditions are contained in the attached draft lease agreement (See Attachment "B").

(Special Conditions Continued)

B. SUBMITTALS

Bid proposal must contain the following information:

1. The name of the legal entity or individual who is submitting the bid and with whom the District would be leasing. Please note that the entity must have the legal status to enter into a binding agreement, and Lessee shall furnish the necessary documentation, acceptable to the Board, certifying the entity's formation, existence, legal and good standing status and authority to execute and enter into this lease agreement.

2. Proposed use (self parking, valet, or combined self/valet parking services).

3. Hours of use.

4. Annual rental amount offered. The annual rental amount for the initial one-year lease term shall be a minimum of **Ninety-Four Thousand Nine Hundred Dollars 00/100 ($94,900)**.

5. Evidence of a minimum of three (3) years recent and verifiable experience by the specified entity with whom the Board would be leasing in the type of use for which the Parking Lot will be leased (e.g., if proposed use is for self parking, evidence of a minimum of three (3) years recent and verifiable experience in self parking must be presented). **Please note that such evidence of experience must be in written or document form acceptable to the Board (e.g., licenses, agreements) and must be included with your bid at time of submittal**. Lessee's failure to provide this information may, at the Board's sole option, cause Lessee's bid to be deemed unqualified.

6. A minimum of three (3) signed original verifiable reference letters for the entity with whom the Board would be leasing in the specific type of use being leased for. **Such reference letters shall be no more than three (3) months old, and include contact information for the individual signing the letter**.

7. Acknowledgment and agreement to all terms and conditions contained in the draft lease agreement attached as Exhibit "B" to this ITB.

Please use the attached Bid Application (see Attachment "C") for bid submittal.

(Special Conditions Continued)

C. **METHOD OF AWARD:** All bids will be evaluated to determine if criteria "1" through "7", as enumerated above, have been met and that an annual rental rate has been indicated at or above the minimum acceptable annual amount of $94,900. All bids meeting criteria "1" through "7" and which have proposed an annual rental rate at or above the minimum acceptable annual amount of $94,900 will be deemed qualified and will be ranked based solely on the rental amount offered. The contract will be awarded to the bidder meeting all listed criteria and offering the highest annual rental rate, pursuant to Board Policy 7250 – Leasing of School Board-Owned Property. Failure to provide all necessary information to determine if criteria "1" through "7" have been met may cause the bid to be deemed non-responsive and ineligible for award. The Board reserves the right to award this contract to the bidder meeting all listed criteria and offering the next highest annual rental rate, in the event the Board is unable to consummate a lease agreement with the bidder meeting all listed criteria and offering the highest annual rental rate.

Failure to provide all necessary or required information may, at the District's and/or the School Board's sole option, cause the bid to be deemed unqualified.

Any person or entity, which at the time of bid submittal, is in arrears or default regarding any obligation to The School Board of Miami-Dade County, Florida shall be ineligible for award.

It is to be expressly understood that the Board will award and enter into a contract for the leasing of the Parking Lot at its sole discretion and as it deems to be in the Board's best interest. The Board reserves the right to reject all bids. It is further understood that interested parties shall not rely on verbal information received from District staff.

D. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

E. **VENDOR INFORMATION SHEET:** All bidders are requested to complete a vendor Information Sheet contained herein. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be downloaded at **www.dadeschools.net** (click District Offices, then click Procurement Management).

(Special Conditions Continued)

F. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2, and 3 above, will be considered non-responsive for that item(s).

G. **OCCUPATIONAL LICENSE**: Any person, firm, corporation, or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

H. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested in writing via e-mail or fax no later than October 8, 2013, to:

Barbara D. Jones, CPPB
Procurement Management Services
Fax No. 305-995-7443
E-mail: bjones@dadeschools.net

I. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement Management Services website for any addendums that may be posted prior to the opening of this solicitation. The Procurement Management website, which lists all bids, addendums, and award information, is as follows: http://procurement.dadeschools.net.

J. **PRE-BID CONFERENCE:** For your assistance, a conference has been scheduled for all interested parties to discuss specific selection criteria procedures. This conference will be held **October 10, 2013 at 10:00 a.m**. at 1450 N.E. 2 Avenue, Conference Room 522A. Please note that attendance at this conference is at your election; there is no requirement to attend.

(Special Conditions Continued)

K. All bids must be submitted in a sealed envelope, marked BID NO. 018-PP10, no later than 2:00 p.m., **October 22, 2013**, (Local Time), as follows:

Miami-Dade County Public Schools
Procurement Management Services, Bid Box
Attn: Barbara Jones
1450 N. E. Second Avenue, Room 351
Miami, Florida 33132

L. IMPLEMENTATION SCHEDULE:

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

Mailing of Invitation to Bid	September 20, 2013
Deadline for Questions	October 8, 2013
Pre-Bid Conference	October 10, 2013
Bid Proposals Due	October 22, 2013
Recommendation for Contract Award (tentative)	December 11, 2013