

The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
Procurement Management
1450 N.E. 2nd Avenue, Room 352
Miami, Fl. 33132

Direct All Inquiries To
Procurement Management -
Barbara D. Jones, CPPB, Director

PHONE: (305) 995-2348
TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: November 10, 2004
Addendum No. 2

BID/RFP TITLE: 021-EE10 – Commercial Leasing of Paved Parking Facilities at Fienberg/Fisher Elementary School

This addendum modifies the conditions of the above referenced bid as follows:

1. Changes bid opening date from November 16, 2004 to November 23, 2004
2. Revises the following:

Special Conditions (1E)
Special Conditions (2B)
Attachment "A"(2)
Attachment "C" Section III

If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. **BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.**

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

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

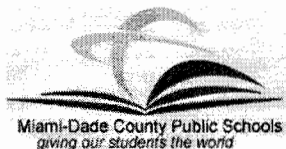
TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____

OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____

OF AUTHORIZED REPRESENTATIVE



BIDDER QUALIFICATION FORM

BID NO. 021-EE10

BID TITLE COMMERCIAL LEASING OF PAVED PARKING

FACILITIES AT FIENBERG/FISHER ELEMENTARY SCHOOL

Direct all inquiries to Procurement Management Services.	
BUYER NAME:	<u>BARBARA D. JONES, CPPB, DIRECTOR</u>
E-MAIL ADDRESS:	<u>bjones@dadeschools.net</u>
PHONE: (305)	<u>995-2348</u>
FAX NUMBER:	<u>(305) 995-7443</u>
TDD PHONE: (305)	<u>995-2400</u>

Bids will be accepted until 2:00 PM on November 23, 2004 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (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, attorney's 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 this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

**An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)**

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **E-mail address** _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMENTARY SCHOOL**SPECIAL CONDITIONS SUMMARY**

- D. Use of the parking lot shall be limited by the availability of the parking lot for school functions and special events (e.g., PTA meetings and PTA parking for festivals), at the sole discretion of the school administration.
- E. Use of the parking lot shall be limited to the provision of self-parking only or combined self/valet parking services. Since the use of public school property by particular individuals, groups, organizations or business enterprises may not be in the best interest of the school, M-DCPS reserves the right to review any combination self/valet parking arrangement offered, in order to insure compliance with School Board policies and may, at its sole discretion, refuse permission to allow such an arrangement.
- F. The lease agreement must be executed by Lessee and returned to M-DCPS within ten (10) business days after receipt from Lessor. Lessee's failure to execute and return the agreement within the designated time period shall cause Lessee to be in default, and may, at Lessor's sole option, render the contract award to Lessee null and void.
- G. Lessee shall have the sole responsibility for complying with local parking lot ordinances, securing applicable licenses, permits and/or use approval through the City of Miami Beach 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 operate or use the parking lot until it has obtained all required licenses, permits and approvals and the same have been reviewed and approved by Lessor.
- H. If Lessee fails to secure all necessary government approvals within ninety (90) days of receipt of the fully executed lease agreement from Lessor, or if within said time period, Lessee fails to provide written notice to Lessor indicating the status of Lessee's government approvals and providing a date, agreeable to Lessor, by which such approvals will be obtained, Lessor may, at its sole option, cancel the lease agreement with no compensation due to the Lessee.

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

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMENTARY SCHOOL

SPECIAL CONDITIONS SUMMARY

2. SUBMITTALS: The bid proposal must contain the following information:

- A. The entity who is submitting the bid proposal 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 at Lessor's request, Lessee shall furnish the necessary documentation certifying the entity's legal and good standing status.
- B. Proposed use (self parking only or combined self/valet parking services) and hours of use.
- C. Annual rental rate offered.
- D. Evidence of a minimum of three (3) years recent and verifiable experience by the specified entity with whom the District would be leasing in the type of use for which the 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 (e.g., licenses, agreements).
- E. A minimum of three (3) verifiable existing references for the specified entity with whom the District would be leasing in the specific type of use being leased for.
- F. Acknowledgment and agreement to all terms and conditions contained in the draft lease agreement.

Additionally, the attached form (see Attachment "A") must be used for bid proposal submittal.

3. METHOD OF AWARD: All bids will be evaluated to determine if criteria "A" through "F", as enumerated above, have been met and that an annual rental rate has been indicated. The contract will be awarded to the bidder meeting all listed criteria and offering the highest annual rental rate. Failure to provide all necessary information to determine if criteria "A" through "F" have been met may cause the bid to be deemed non-responsive and ineligible for award.

It is to be expressly understood that the Board will award and enter into a contract for the leasing of the Fienberg/Fisher Elementary School parking facilities at its sole discretion and as it deems to be in the District's best interest. It is further understood that interested parties shall not rely on verbal information received from M-DCPS staff.

ATTACHMENT "A"

BID #021-EE10 PROPOSAL SUMMARY
COMMERCIAL LEASING OF PARKING FACILITIES
FIENBERG/FISHER ELEMENTARY SCHOOL PARKING LOTS

Instructions: Bid proposals must be typewritten or hand printed in ink. Please note the following:

- a. use of pencil is prohibited;
- b. do not erase or use correction fluid to correct an error; and
- c. all changes must be crossed out and initialed in ink.

1. Name of the entity submitting the bid proposal and with whom the District would be leasing:

2. The proposed use of the lot (self or combined self/valet parking): Please note: self/valet parking subject to approval)

3. Annual Rental Rate Offered:

4. Evidence of a minimum three (3) years recent and verifiable experience by the specified entity with whom the District would be leasing in area for which parking lot will be leased. Please note that such evidence must be in written or document form. ***Please attach documentation evidencing three (3) experience, as required above.***

<u>Company/ Location</u>	<u>Experience in</u>	<u>Length of time</u>	<u>Contact/ Phone #</u>
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(Use additional sheets as necessary)

as required for the use of the DEMISED PREMISES by the local government or other governmental agencies pursuant to paragraph VII of this Agreement. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, permits and approvals and same have been provided to LESSOR for review and approval. This Agreement shall commence _____, 2005 (the "Commencement Date"), and shall end _____, 2006.

II.

RENTAL RATE

The annual rental rate shall be \$ _____, payable to LESSOR in twelve (12) monthly installments of \$ _____ beginning on the Commencement Date and on the first day of each month thereafter without demand. Failure of LESSEE to make timely payments shall constitute a default whereby the LESSOR may immediately terminate this Agreement.

III.

USE OF DEMISED PREMISES

LESSEE agrees to accept the DEMISED PREMISES in the condition existing as of the Commencement Date of this Agreement. LESSEE shall have use of the DEMISED PREMISES for the purpose of providing parking services and for no other purpose. Should the LESSEE wish to enter into a contract to provide valet parking services, the LESSOR, or its designee, reserves the right to review any valet parking arrangement the LESSEE may make in order to assure compliance with School Board policies. Where a combined self/valet parking arrangement, in LESSOR'S sole discretion, is deemed not to be in the best interest of the school, the LESSOR, or its designee, may refuse, without cause, permission to allow valet parking on its property. LESSEE expressly agrees that the DEMISED PREMISES shall not be used to satisfy off-street parking or concurrency requirements for any business establishment. All uses shall be limited to evenings, weekends and holidays when the school is not in session or is not otherwise being used for school-related purposes. Hours of operation shall be:

Hours of operation to be filled in based on proposal submitted, but maximum available period shall be:

- Monday-Thursday 10:00 p.m. through 5:00 a.m.
- Weekends 7:00 p.m. Friday through 5:00 a.m. Monday
- Holidays 7:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day