



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
 SCHOOL BOARD ADMINISTRATION BUILDING  
 1450 Northeast Second Avenue  
 Miami, FL 33132

**BIDDER QUALIFICATION FORM**

**BID NO.** 021-KK10

**BID TITLE** Commercial Leasing of Paved Parking  
 Facilities at Fienberg/Fisher K-8 Center

Direct all inquiries to Procurement Management Services.

BUYER NAME:

BARBARA D. JONES, CPPB, EXECUTIVE DIRECTOR

E-MAIL ADDRESS: bjones@dadeschools.net

PHONE: (305) 995-2348

FAX NUMBER: 995-7443

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on December 15, 2009 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 Bids may not be withdrawn for 120 days after opening.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. BIDDER CERTIFICATION AND IDENTIFICATION**

- A. 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.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

**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)

**IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE**, please indicate: YES  NO

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.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**By: Signature (Original)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name (Typed or Printed)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

## DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

# INSTRUCTION TO BIDDERS

## NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

### I. PREPARATION OF BIDS

A. **BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. **PERFORMANCE SECURITY** shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.

2. **BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. **INSTRUCTIONS TO BIDDERS.** Defines conditions of the bid.

1. **ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. **FOR MWBE designated bids.** The **SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement** and the **MWBE Certification Application** **MUST** be completed and **SUBMITTED** with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. **BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

2. **PRICES** are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, **UNIT PRICE** quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in **BID PROPOSAL FORMS** and there received by the designated agent of the Board.

3. **TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

### II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. **ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to 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).

U.S. Mail, Courier/Express Service, or deposited in the **BID BOX** located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, **SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132.** Bids received after the date and hour specified in the **BIDDER QUALIFICATION FORM** will not be considered.

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "**NOTICE TO PROSPECTIVE BIDDERS.**" Failure to respond, either by submitting a bid or the "**NOTICE TO PROSPECTIVE BIDDERS**" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. **AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination Procurement Management Services.

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

**IV. CHANGE OR WITHDRAWAL OF BIDS**

**A. PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

**B. AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

**C. FAILURE TO ACCEPT BID AWARD.** Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

**V. PROTESTS TO CONTRACT SOLICITATION OR AWARD**

**A.** The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website [www.dadeschools.net](http://www.dadeschools.net).

**B.** Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

**C.** The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**D.** Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

**VI. AWARDS**

**A. RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

**B. NOTIFICATION OF INTENDED ACTION** will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

**C. OFFICIAL AWARD DATE.** Awards become official upon the Board's formal approval of the award.

**D. TERMINATION FOR CONVENIENCE**

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

**E. PURCHASE ORDERS** mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

**F. DEFAULT.** A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order had been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

**G.** The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

**H. DEBARMENT.** Pursuant to Board Rule 6Gx13- 3F.1.023 Contractor Debarment Procedures - Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

**I.** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace.

**VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)**

**A. PURPOSE.** A performance bond or check may be required to guarantee performance.

**B. BONDING COMPANY.** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B+ or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

## 2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. **AMOUNT.** When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. **RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

## VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt to bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS TESTING AND EVALUATION  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. **PAYMENT FOR SAMPLES.** The Board will buy no samples and will assume no cost incidental thereto.

F. **RETURN OF SAMPLES.** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. **EVALUATION AND TEST RESULTS.** If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

## IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

## X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) of Item(S) Contained
4. Item Number (S) With Quantity(ies)

## XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

## XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

## XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

## XIV. DELIVERY AND BILLING

A. **DELIVERY.** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the

receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

**B. RECEIVING INSPECTION AND TESTING.** Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

**C.. INVOICES.** Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

**D. PAYMENT.** Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

#### **XV. NO GRATUITY POLICY**

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

#### **XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

**A.** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

**B.** For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

**C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

##### **STATUS VERIFICATION SYSTEM**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall

certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

**XVII. COMPLIANCE WITH LAWS –** Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

#### **XVIII. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it

has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **XIX. COMPLIANCE WITH SCHOOL CODE**

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

#### **XX. CHARTER SCHOOLS**

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

#### **XXI. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 - 4A-1.212 and Florida Statute § 112.313(9).

#### **XXII. PUBLIC RECORDS LAW**

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

#### **XXIII. ASSIGNMENT**

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

#### **XXIV. DAVIS-BACON ACT LABOR STANDARDS**

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

---

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFFIX  
POSTAGE  
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
PROCUREMENT MANAGEMENT SERVICES  
ROOM NO. 352 BID BOX  
1450 N.E. 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33132

BID NO.: 021-KK10  
BID TITLE: Commercial Leasing of Paved Parking  
Facilities at Fienberg/Fisher K-8 Center  
BID OPENING DATE: December 15, 2009

---



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

**NO BID**

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

**NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

**Our company does not handle this type of product/service.**

**We cannot meet the specifications nor provide an alternate equal product.**

**Our company is simply not interested in bidding at this time.**

**OTHER, (Please specify)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

---

**NOTE:** Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

# Vendor Information Sheet



**1A.** \_\_\_\_\_  
Federal Employer Identification Number

Or \_\_\_\_\_  
Owner's Social Security Number

**1B.** \_\_\_\_\_  
Name of Firm, Individual(s), Partners or Corporation

\_\_\_\_\_ Street Address

\_\_\_\_\_ City State Zip Code

**2. Telephone/Fax/Contact Person**

\_\_\_\_\_ Telephone number

\_\_\_\_\_ Fax number

\_\_\_\_\_ Contact Person

\_\_\_\_\_ E-mail address

**3. Ownership Disclosure**

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

**NOTE:** The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

BID	BUYER	PAGE
021-KK10	B. JONES	SC 1

COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER K-8 CENTER

### SPECIAL CONDITIONS

- A. PURPOSE:** The purpose of this bid is to establish a contract, for the commercial leasing of the parking facilities at Fienberg/Fisher K-8 Center, 1420 Washington Avenue and 1424 Drexel Avenue, Miami Beach, Florida. The term of the contract shall be for one year from the date Lessee 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 Lessor, and Lessee has satisfied all other preconditions of the lease agreement. The lease term may, at the sole option of The School Board of Miami-Dade County, Florida, 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.

Pursuant to Board Rule 6Gx13-1D-1.01, School Facilities - Availability to Qualified Community Organizations and Commercial Enterprises (see **Attachment "A"**), Miami-Dade County Public Schools (M-DCPS) will be considering bid proposals for the leasing of paved parking facilities at the above-referenced site. Relevant information pertaining to this facility is as follows:

1. A portion of the paved parking facilities at Fienberg Fisher K-8 Center, consisting of three (3) separate parking lots, containing a total of ninety-seven (97) parking spaces (see **Attachment "D"**).
2. Lessee shall supervise the parking lots at all times during its period of use, and shall secure and lock the parking lot entrance gates at the end of each daily period the Lessee has use of the parking lots. The parking facilities 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.

BID	BUYER	PAGE
021-KK10	B. JONES	SC 2

COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER K-8 CENTER

### SPECIAL CONDITIONS (Cont.)

#### 3. Maximum Available Period of Use

For the parking lot located on Washington Avenue and 14 Street, containing approximately 67 parking spaces, the maximum available period of use shall be:

Monday-Thursday 7:00 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

For the parking lot located on Española Way, containing approximately 12 parking spaces, and the parking lot located on 14 Street between Drexel Avenue and Pennsylvania Avenue containing approximately 18 parking spaces, the maximum available period of use 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

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

4. 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.
5. Use of the parking lot shall be limited to the provision of self-parking, or combined self/valet parking services only. **LESSEE acknowledges and agrees that use of the parking lot for valet purposes may be restricted or prohibited by the City of Miami Beach or other jurisdictional entities, and it is LESSEE'S sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami Beach or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its proposal.** Since the use of public school property by particular individuals, groups, organizations and 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. Should the LESSEE wish to enter into a contract to provide combined self/valet parking services, the

BID	BUYER	PAGE
021-KK10	B. JONES	SC 3

COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER K-8 CENTER

### SPECIAL CONDITIONS (Cont.)

LESSEE shall submit a written request to LESSOR, and LESSOR, 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 District 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 LESSOR (e.g., licenses, agreements) and must be included with your proposal at time of submittal.** LESSEE's failure to provide this information may, at LESSOR's sole option, cause LESSEE'S proposal to be deemed non-responsive.
7. 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.
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 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 same have been reviewed and approved by Lessor. **Any repairs or improvements of the DEMISED PREMISES required as a pre-condition to licensing, including any repairs or improvements required by the City of Miami Beach or other governmental or jurisdictional entities, shall be done at LESSEE's sole cost and expense, with LESSOR's prior approval.**
9. Prior to commencement of the lease agreement, LESSEE shall deliver to LESSOR proof of capacity to execute the lease agreement in form acceptable to LESSOR and other such documentation, acceptable to LESSOR, evidencing LESSEE's formation, existence 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 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.

BID	BUYER	PAGE
021-KK10	B. JONES	SC 4

COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER K-8 CENTER

### SPECIAL CONDITIONS (Cont.)

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

#### B. SUBMITTALS

Bid proposal must contain the following information:

1. The legal name of the entity or individual submitting the 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 Lessee shall furnish the necessary documentation, acceptable to Lessor, certifying the entity's formation, existence, legal, good standing status and authority to execute and enter into this agreement.
2. Proposed use (self parking only or combined self/valet parking services) and hours of use.
3. Annual rental rate offered.
4. 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 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 LESSOR (e.g., licenses, agreements) and must be included with your proposal at time of submittal.** LESSEE's failure to provide this information may, at LESSOR's sole option, cause LESSEE'S proposal to be deemed unqualified.
5. A minimum of three (3) signed reference letters for the specified entity with whom the District would be leasing in the specific type of use being leased for. Such reference letters shall be no less than three (3) months old.
6. Acknowledgment and agreement to all terms and conditions contained in the draft lease agreement.

**Please use the attached form (see Attachment "C") for proposal submittal.**

BID	BUYER	PAGE
021-KK10	B. JONES	SC 5

COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER K-8 CENTER

### SPECIAL CONDITIONS (Cont.)

- C. METHOD OF AWARD:** All bids will be evaluated to determine if criteria "1" through "6", 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 "1" through "6" have been met may cause the bid to be deemed non-responsive and ineligible for award.

Any person or entity, which at time of proposal 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 Fienberg/Fisher K-8 Center 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 the verbal information received from M-DCPS 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. (**ATTACHMENT "E"**) 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](http://www.dadeschools.net) (click District Offices, then click Procurement Management).

BID	BUYER	PAGE
021-KK10	B. JONES	SC 6

## COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER K-8 CENTER

**SPECIAL CONDITIONS (Cont.)**

**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 November 25, 2008, to:

Barbara D. Jones, CPPB, Executive Director  
Procurement Management Services  
Fax No. 305-995-7443  
E-mail: [bjones@dadeschools.net](mailto: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 December 3, 2009, at 1:00 p.m. at 1450 N.E. 2 Avenue, Room 323. Please note that attendance at this conference is at your election; there is no requirement to attend.



Use of School Facilities**SCHOOL FACILITIES--AVAILABILITY TO QUALIFIED COMMUNITY ORGANIZATIONS AND COMMERCIAL ENTERPRISES**

## I. General Statement of Policy

The citizenry of Dade County from local, state and national tax revenues provide certain facilities for the use of regular school (both general and vocational) purposes. After providing for the regular school programs, the building facilities may be made available to qualified community organizations and the paved parking areas may be leased to commercial enterprises. The use of school facilities for these non-school functions may be approved by the administrative staff in accordance with the following provisions:

- A. The effectiveness of the regular school program is not impaired. Organizations are to be encouraged to affiliate their programs with a community school.
- B. No tax funds may be expended.
- C. The organization using the school facilities shall be recognized as having aims and objectives not inconsistent with school policies.
- D. Applications for use of school facilities must be properly executed by responsible persons on forms that may be secured at the school office where facilities are being requested.  
  
Any rentals of buildings for health examinations of any kind must be approved by the Dade County Health Department.
- E. The schedule of rental charges for the use of school facilities will be established annually by the Board in August.
- F. School grounds are available for public use at times when the grounds are not being used for school purposes. Each case/use will be dealt with separately, following the guidelines in 6Gx13- 1D-1.02.
- G. Use of school grounds for carnivals is limited to school-allied organizations as stipulated in policy 6Gx13- 1D-1.07.
- H. Board-owned and operated stadium facilities may be used for

admission type activities.

- I. Use of grounds (except paved parking areas) on an admission basis is limited strictly to school-allied organizations.
- J. Parking areas may be leased to commercial enterprises for use on an admission basis at times when parking areas are not being used for school purposes. Any lease of school parking areas may be for such term, for such rent and upon such terms and conditions as the School Board determines to be in the best interest of the school system, and shall be limited to paved parking areas.
- K. Grounds and facilities assigned to Community School programs may be made available to qualified community organizations with approval of the administrative staff in accordance with specific policies.
- L. Any group, organization, or individual employed by the School Board or agent of the School Board using school facilities to execute official duties as required by Board Rule, policy, or direction, is exempt from fees and charges. These groups should coordinate such use with the principal or site administrator of the facility.

## II. Classification of Rental Organizations

The following classifications will be used for determining rental charge categories:

- A. **Non-school** is a classification used for any organization or group not responsible for the operation of public schools or not classified as school-allied.
- B. **Government** is a classification used for city, county, state and federal government groups requesting the use of school facilities to carry out official functions or meetings.
- C. **School-allied** is a classification used for organizations formed for the purpose of promoting the welfare of the school and/or its students. These organizations are to be distinguished from those clubs and organizations that are an integral part of the school program under the direct policy leadership of the principal.
- D. **Repetitious Use** is a classification used for any group

requesting the use of school facilities as often as once a week for six consecutive weeks.

- E. **Admission** is a classification used for groups or commercial enterprises operating for profit, charging admission, having sales or receiving contributions as a result of the use of school facilities.
- F. **Non-admission** is a classification used for any organization requesting the use of school facilities for the purpose of holding a meeting that is free of charge and open to the public.

Organizations using school facilities may be reclassified from Admission to Non-admission when all receipts from ticket sales, donations, or collections resulting from the use of school facilities are given entirely to a recognized charity and a request for this consideration is completed properly on the standard form and submitted with the initial application.

### III. Specific Policies

The policies listed below will be followed in determining rental charges and general conduct by organizations using school facilities:

- A. Basic charges are computed on a minimum usage of three hours on weekdays until 10:00 p.m. and the Board-approved hourly rate after 10:00 p.m., and are computed on a minimum usage of four hours plus clean-up time on Saturday and Sunday at the Board-approved hourly rate. Any additional time beyond the basic charge hours will require an additional charge at the hourly rate set by the Board.
- B. All organizations should be advised that the Board does not provide facilities over extended periods of time and that rentals are on a temporary basis. All applications for repetitious use of school facilities shall be renewed annually on July 1st and shall be subject to review by the School Board staff.
- C. Organizations must take the premises as they are at the time of occupancy. Should it become necessary to remove, relocate, or alter any stage rigging or equipment, including stadium/grounds preparation, the changes shall be made by school personnel at additional expense to the organization at the standard custodial overtime rate specified in Rule 6Gx13-1D-1.11, and the premises shall be returned as found following usage. All such changes must have prior approval of the

principal.

- D. Custodians are not to be paid from school internal funds or by non-school organizations. All payments to custodians are to be made on an approved overtime slip processed through the Payroll Department.
- E. Schools will determine neither the organization's classification nor rental charges. Classification and charges will be determined by the Department of Maintenance and Plant Operations based upon Board-approved policies. The Department of Facilities Support Services shall verify the pricing, data, collect payment, and maintain appropriate records.
- F. Because of the food supplies and expensive equipment at the steam tables and in the cafeteria kitchens, these facilities and areas are not to be used by non-school groups. If school-allied groups use these areas, a member of the school's food service staff shall be present. The school-allied group shall reimburse Facilities Support Services for the food service personnel charge at the standard overtime rate.
- G. Elementary classrooms may not be used for meetings as the individual possessions of students are kept in these rooms in unlocked desks or cupboards. It is also found that seating facilities in elementary classrooms are frequently not suitable for adult usage.
- H. Except as otherwise provided herein, organizations must prepay all rental charges before being given access to school facilities. All payments shall be made by certified check or money order and shall be made payable to "The School Board of Dade County, Florida" and remitted to Facilities Support Services, Location 9216, 2925 N.W. 41st Street, Miami, Florida 33142, Attention: Cost Accountant.
- I. Admission activities within a school building will not be permitted on a repetitious basis. Use of school facilities for activities classified "admission" shall be limited to one production per producer and/or organization within a fiscal year, except for leased parking areas.
- J. The only admission activities permissible on Board-owned grounds are:

1. Board-owned/operated stadium facilities.
2. Use of grounds (except paved parking areas) on an admission basis is limited strictly to school-allied organizations.
3. Carnivals sponsored by school-allied organizations.
4. Paved parking areas leased to commercial enterprises.

All other parking on school grounds must be in accordance with Board Rule 6Gx13- 1D-1.02 and 1.07. Use of paved parking areas only will be allowed on a non-admission basis except for school-allied organizations and leases to commercial enterprises. All other admission activities are prohibited.

K. Procedures for leasing school facility paved parking areas to commercial enterprises:

1. When deemed appropriate by staff, notice will be sent to all interested commercial enterprises regarding the district's intent to receive proposals for the leasing of specific school facility paved parking lots. This notice shall contain:
  - a. relevant information regarding the lot(s) in question
  - b. a copy of the proposed lease agreement containing required terms and conditions
  - c. specific criteria upon which selection will be recommended
  - d. date, time and location of conference for interested vendors to discuss specific selection criteria and procedures
  - e. date, time and location for submittal of proposals
  - f. date, time and location of openings of proposals
2. A conference shall be held for all interested commercial enterprises prior to accepting proposals for a specific paved parking area. The purpose of this conference

shall be to inform interested vendors of the procedures and specific selection criteria which will be used to recommend leasing to a particular enterprise and to address any questions such vendors may have.

3. Specific criteria upon which selection will be recommended shall be as follows:
    - a. acknowledged agreement to terms and conditions contained in the proposed lease agreement
    - b. minimum of three years recent and verifiable experience in area for which lot will be leased (e.g., operating a self-park lot)
    - c. three verifiable existing references in the specific field being leased for
    - d. rental amount offered
  4. A conference shall be held for the opening of proposals to which all interested commercial enterprises shall be invited to attend. Proposals shall be reviewed to determine if criteria 3a-c, as outlined above, have been met. All proposals which meet criteria 3a-c, will be deemed qualified and will be ranked based solely on the rental amount offered.
  5. References and experience of the highest ranked commercial enterprise shall be verified and, if acceptable, a recommendation shall be forwarded to the Board for leasing to this vendor. If references and/or experience are not acceptable or not verifiable, the highest ranked commercial enterprise shall be disqualified and the process re-initiated for the next highest ranked vendor. This process shall continue until an appropriate vendor is recommended for selection or the list of qualified proposals has been exhausted.
- L. Any organization wishing to question the amount of the charges for use of school facilities must do so prior to time of occupancy.
- M. Any organization desiring to cancel a usage must do so in

writing within 24 hours of the requested time. Organizations canceling without giving 24 hours' notice must pay any cost incurred by the facility, but not less than one hour at custodial overtime rates. In the case of stadium rentals, 48 hours' cancellation notice is required. Organizations canceling without 48 hours' notice must pay any cost incurred by the stadium. In the case of leased paved parking areas, cancellation shall be in accordance with the terms of the written lease agreement.

- N. Activities will not be permitted between midnight and 6:00 a.m.
- O. School equipment will not be taken from the premises by any organization under any circumstances.
- P. Smoking will not be allowed in schools or on School Board property.
- Q. No alcoholic beverages, illegal drugs/mood modifiers, or any gambling devices shall be brought on school premises. Weapons, including licensed, concealed weapons, are prohibited, except when in the possession of law enforcement officers during the execution of their official duties.
- R. Any organization causing damage to school property will be held responsible for cost of replacement or repair and may be denied further use of facilities.
- S. Delinquent payment or falsification of application and/or insurance certification will be grounds for denial of future use.
- T. No unlicensed fireworks of any kind will be permitted on School Board property. No licensed fireworks demonstration will take place on School Board property without specific prior Board approval of the event.
- U. Unpaved grounds or other areas not designated for parking shall not be leased to or otherwise used by commercial enterprises for admission.

#### IV. Exceptions

The Board recognizes that it is not possible to incorporate every situation or event into these guidelines and, therefore, allows for exceptions to be made on an individual basis, as determined by

specific merits of each occurrence. Requests for such exceptions must be addressed to the Deputy Superintendent of Schools for evaluation and decision.

Specific Authority: 230.22(2) F.S.

Law Implemented, Interpreted, or Made Specific: 235.02; 235.056(1) F.S.

**History: THE SCHOOL BOARD OF DADE COUNTY, FLORIDA**

Repromulgated: 12-11-74

Amended: 6-24-81; 6-9-82; 8-19-87; 11-4-92; 6-8-94



**ATTACHMENT "B"**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "LESSOR"), and \_\_\_\_\_ (hereinafter referred to as the "LESSEE").

**WITNESSETH:**

WHEREAS, LESSOR covenants that it holds the necessary legal right, title and interest in that certain property, as described below, to convey good and marketable leasehold title to LESSEE; and,

WHEREAS, LESSEE is desirous of leasing from LESSOR and LESSOR is desirous of leasing to LESSEE said property under the terms and conditions as set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. \_\_\_\_\_ at its meeting of \_\_\_\_\_, 2009.

NOW, THEREFORE, for and in consideration of the Sum of Ten and No/100 Dollars (\$10.00), the restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR does hereby lease to the LESSEE the following described property, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "DEMISED PREMISES"):

Non-assigned and non-exclusive use to a portion of the paved parking facilities of Fienberg/Fisher K-8 Center consisting of three (3) separate parking lots containing a total of ninety-seven (97) parking spaces, located at 1420 Washington Avenue and 1424 Drexel Avenue, Miami Beach, Florida.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO THE FOLLOWING:

**I.**

**TERM**

LESSEE must execute and return this Agreement within ten (10) business days of its 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.

The term of this Agreement shall be for a period of one (1) year commencing upon LESSEE obtaining 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 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 \_\_\_\_\_, 2009 (the "Commencement Date"), and shall end \_\_\_\_\_, 2010.

## II.

### RENTAL RATE

The total 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. If LESSEE fails to pay rent on or before the rental due date, Tenant shall be required to pay a late fee to LESSOR at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus two (2) percent, in addition to the past due rent amount. Failure of LESSEE to make timely payments and/or pay the late fee shall constitute a default whereby the LESSOR, irrespective of Article XXIII of this Agreement, may immediately terminate this Agreement. All rental payments shall be made payable to **Fienberg Fisher K-8 Center**, and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools  
Facilities Planning  
Attention: Administrative Director  
1450 N.E. 2<sup>nd</sup> Avenue, Room 525  
Miami, Florida 33132**

## 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 combined self/valet parking services, the LESSEE shall submit a written request to LESSOR and LESSOR, or its designee, shall review any valet parking arrangement the LESSEE may offer 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 acknowledges and agrees that use of the parking lot for valet purposes or combined self/valet parking services may be restricted or prohibited by the City of Miami Beach or other jurisdictional entities, and it is LESSEE'S sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami Beach or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its proposal. 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. The hours of operation for the parking lot located on Washington Avenue and 14 Street, containing 67 parking spaces, shall be:

Monday-Thursday	7:00 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

For the parking lot located on Española Way, containing 12 parking spaces, and the parking lot located on 14 Street between Drexel Avenue and Pennsylvania Avenue, containing 18 parking spaces, the hours of operation 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

It is expressly understood that the above hours of use are the maximum authorized by LESSOR. LESSEE acknowledges and agrees that the hours of use may be further limited by the City of Miami Beach or other jurisdictional entities, and it is LESSEE'S sole

responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami Beach or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to submittal of its proposal.

On all school days, LESSEE shall vacate the DEMISED PREMISES by 5:00 a.m., including removal of LESSEE'S patron's vehicles, if necessary. LESSEE shall remove said vehicles from the DEMISED PREMISES using all lawful means, and may post signs on the DEMISED PREMISES to facilitate same, at LESSEE'S sole cost and expense, after securing approval from the school principal as to size and placement and in full compliance with municipal signage ordinances, if applicable. Any vehicles remaining on the DEMISED PREMISES after 5:00 a.m. of a school day may be removed by the LESSOR at LESSEE'S expense, which LESSEE agrees to pay upon demand of LESSOR. In addition, LESSEE shall secure and lock the entrance gate of the DEMISED PREMISES at the end of each daily period the LESSEE has use of the DEMISED PREMISES. LESSEE'S use shall be coordinated with the school principal and shall be suspended in the event the school requires the use of the DEMISED PREMISES for any reason during the above-mentioned hours of operation. LESSEE expressly agrees that LESSOR shall have the right to use the DEMISED PREMISES, at LESSOR'S sole discretion, during the above-mentioned hours of operation for school functions and special events, including but not limited to, local festivals. Employees of LESSOR shall be permitted use of and access to the DEMISED PREMISES when visiting Fienberg/Fisher K-8 Center and/or for school-related purposes, without charge, during the periods of use by the LESSEE. Employees of the LESSOR must present appropriate identification to gain access to the DEMISED PREMISES during the LESSEE'S period of use.

LESSEE shall provide, within ninety (90) days after the execution of this Agreement, any and all information requested by LESSOR in order for LESSOR to determine, in LESSOR's sole discretion, whether to proceed with this Agreement. Should the LESSEE not provide such information or should the LESSOR determine that the continuation of this Agreement is not in its best interest, then this Agreement may be immediately terminated by LESSOR with no compensation due LESSEE.

#### **IV.**

#### **SUPERVISION**

LESSEE shall supervise the DEMISED PREMISES at all times during its period of use. The DEMISED PREMISES 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 this Agreement, and to maintain the DEMISED PREMISES safe and secure. In addition, LESSEE shall secure and lock the entrance gates of the DEMISED PREMISES at the end of each daily period of use. 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. LESSEE shall not permit loitering or assembly by any persons within the DEMISED PREMISES, and shall comply with all applicable laws, including without limitation, applicable School Board rules.

**V.**

**USE OF DEMISED PREMISES BY OTHER AGENCIES**

The LESSOR may allow other governmental agencies and nonprofit corporations to use space within the DEMISED PREMISES during the LESSEE'S period of use under such rules and regulations as may be promulgated by the LESSOR for the provision of services to the community.

**VI.**

**ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign or sublet, in whole or in part, transfer, mortgage, pledge, hypothecate or otherwise dispose of this Agreement during the term hereof including any extensions or renewals. In addition, LESSEE shall not allow any other individual or entity to operate or manage the DEMISED PREMISES. Any such assignment, sublet or otherwise shall constitute a default resulting in automatic termination of this Agreement.

**VII.**

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

LESSEE and LESSOR shall comply with all applicable laws, rules, regulations, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act and the Jessica Lunsford Act, as they may be further amended from time to time, and to the extent required by applicable law and/or this Agreement. Failure of LESSEE to perform any of the duties relating to the Jessica Lunsford Act shall constitute a material breach of this Agreement, whereby the LESSOR may immediately terminate this Agreement for cause, irrespective of Article XXIII of this Agreement.

It is expressly agreed that LESSEE shall obtain all necessary licenses, permits, use approval and other approvals as required for use of the DEMISED PREMISES by the local government or other governmental agencies. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, permits and approvals are obtained and same have been reviewed and approved by LESSOR. LESSEE further agrees that all costs for or associated with complying with local parking lot ordinances, securing licenses, permits, use approvals and other approvals, including but not limited to application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs and any other additional charges or surcharges required by the local government or other governmental agencies, shall be paid by LESSEE. LESSEE shall provide LESSOR with such documentation required by LESSOR, verifying payment by LESSEE of any and all required fees and/or parking surcharges and compliance with all local parking lot ordinances or other rules or regulations required by the local government or other governmental agencies. LESSEE'S failure to provide such proof of payment or other documentation within the time period required by LESSOR shall cause LESSEE to be in default, and may, at LESSOR'S sole option, render the Agreement null and void. If LESSEE fails to obtain all licenses, permits, use approvals and other approvals as required by the local government or other governmental agencies within ninety (90) days of LESSEE'S receipt of the Agreement from LESSOR, or if, within said time period, LESSEE fails to provide written notice to LESSOR indicating the status of LESSEE'S licenses, permits, and approvals and providing a date, agreeable to LESSOR, by which such licenses, permits and approvals will be obtained, LESSOR may, at its sole option, terminate this Agreement with no compensation due to LESSEE.

#### **VIII.**

#### **MAINTENANCE**

LESSEE accepts the DEMISED PREMISES in their existing condition at time of commencement of this Agreement. LESSEE shall provide at LESSEE'S sole expense, all repair, maintenance and upkeep of the DEMISED PREMISES as is necessary to keep the DEMISED PREMISES in good order and repair, and in the same or better condition as existed before the execution of this Agreement. Such maintenance shall include, but is not limited to, repair of pavement, striping parking stalls and curbs, security lighting beyond that which is required to serve the school's needs and repair of facilities damaged due to vandalism or graffiti. Maintenance and cleaning, including litter

pick-up and removal, of the DEMISED PREMISES shall be performed by the LESSEE at the end of each daily period the LESSEE has use of the DEMISED PREMISES. Any repairs or improvements of the DEMISED PREMISES required as pre-condition to licensing, including without limitation, landscaping, pavement repairs, striping parking stalls and curbs, curb repairs, installing signage, and any other reasonable repairs or improvements required by the City of Miami Beach or other governmental or jurisdictional entities, shall be done only with LESSOR'S prior approval, and at LESSEE'S sole cost and expense. In addition to the foregoing, prior to commencement of this Agreement, Lessee shall, at its sole cost and expense, be responsible for making the improvements and repairs listed on Exhibit "B" attached hereto and made a part hereof.

Should any portion of the DEMISED PREMISES become damaged or in disrepair, where LESSOR is responsible to repair same, LESSEE agrees to promptly notify LESSOR in accordance with the notice provision set forth under paragraph XXIV(A) of this Agreement. LESSEE'S failure to properly notify LESSOR of such damage or disrepair or LESSOR'S failure to promptly repair the damaged item shall, in no event, entitle LESSEE to withhold all or any portion of the rent due hereunder.

#### **IX.**

#### **NO LIABILITY FOR PERSONAL PROPERTY**

LESSOR and LESSEE agree to insure or self-insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage of such property by any cause whatsoever. LESSOR and LESSEE hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED PREMISES.

#### **X.**

#### **INDEMNIFICATION AND HOLD HARMLESS**

LESSEE does hereby agree to indemnify, defend and hold LESSOR harmless from and against any and all personal injury or property damage claims, including claims for property parked or stored on the premises, liabilities, damages, losses, claims and causes of action, fees, costs, including attorney's fees, which may arise from or in connection with LESSEE'S use of the DEMISED PREMISES, whether vacant or occupied, or for any and all claims, causes of actions, losses, liabilities or damages

arising from or in connection with this Agreement. This provision shall survive the termination and the cancellation of this Agreement.

**XI.**

**LIABILITY FOR DAMAGE OR INJURY**

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE or any persons on the DEMISED PREMISES, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents, representatives or employees, to the limits of Section 768.28, Florida Statutes.

**XII.**

**INSURANCE**

LESSEE shall provide LESSOR with proof of commercial general liability insurance in the amount of one million dollars (\$1,000,000) naming The School Board of Miami-Dade County, Florida, its employees and agents, as additional insured. Proof of coverage shall be provided to LESSOR on an original certificate of insurance endorsed to reflect a minimum sixty (60) day advanced notice of cancellation. The certificate of insurance shall be delivered to LESSOR on or before the Commencement Date of this Agreement, and LESSEE shall furnish LESSOR evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

**XIII.**

**DAMAGE OR DESTRUCTION**

In the event the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the DEMISED PREMISES are rendered untenable or unfit for the purpose of LESSEE, LESSOR may, at its sole option, either cancel this Agreement or repair the DEMISED PREMISES. Should the LESSOR not effect the required repairs within sixty (60) days, then the LESSEE may cancel this Agreement by giving written notice to the LESSOR. Any damage sustained to the DEMISED PREMISES as a result of LESSEE'S actions shall be repaired by LESSEE at LESSEE'S expense.

**XIV.**

**CANCELLATION**

LESSOR shall have the right to cancel this Agreement by giving the LESSEE written notice at least thirty (30) days prior to the effective date of said cancellation.

**XV.**



## **OPTION TO RENEW**

The term of this Agreement may be extended at the sole option of LESSOR for two (2) additional terms of one (1) year, provided LESSEE gives written notice to the LESSOR requesting renewal no later than ninety (90) days prior to the expiration of the then current term. The rental rate for the option year shall be adjusted by either an eight percent (8%) increase over the previous year's rental rate or by the increase in the United States Consumer Price Index (for all urban consumers) in effect sixty (60) days before the anniversary of the Commencement Date of this Agreement, whichever is greater.

## **XVI.**

### **PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Agreement, LESSOR agrees that LESSEE shall have and may peaceably have, hold, and enjoy the DEMISED PREMISES without hindrance or molestation by LESSOR.

## **XVII.**

### **LESSOR'S RIGHT OF ENTRY**

LESSOR, or any of its agents, representatives or employees, shall have the right to enter upon said DEMISED PREMISES at any time to examine the same. Said right of entry shall likewise include the right to remove placards, signs, fixtures, alterations or additions which do not conform to the policies established by the LESSOR.

## **XVIII.**

### **SURRENDER OF PREMISES**

LESSEE agrees to surrender to LESSOR, at the expiration, termination or cancellation of this Agreement or any extension thereof, or at the request of LESSOR to satisfy operational or public health, safety or welfare needs, said DEMISED PREMISES in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or decay and damage by fire, windstorm or other Acts of God, excepted. LESSEE shall promptly return all keys and other items to LESSOR and shall coordinate with LESSOR to ensure a proper surrender of the DEMISED PREMISES.

## **XIX.**

### **AMENDMENTS**

LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when

signed by both LESSOR and the LESSEE and shall be incorporated as part of this Agreement.

**XX.**

**CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

**XXI.**

**SEVERABILITY**

In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof, provided to do so would not render interpretation of the lease provisions ambiguous or a nullity.

**XXII.**

**WAIVER**

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by LESSOR or LESSEE. The failure of either party to insist upon strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remain in full force and effect.

**XXIII.**

**DEFAULT**

Unless otherwise provided to the contrary in this Agreement, LESSOR shall provide LESSEE with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by LESSEE. If LESSEE fails to cure said default within fifteen (15) days of receipt of written notice, LESSOR shall have the right to terminate this Agreement, which termination will be effective immediately and without further notice. Upon said termination, LESSOR shall have the right to enter and take immediate possession of the DEMISED PREMISES.

**XXIV.**

**NOTICE AND GENERAL CONDITIONS**

A. All notices or communications under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or

other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail, to the following addresses, or as the same may be changed from time to time:

In the case of notice or communication to LESSOR:

The School Board of Miami-Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. Second Avenue, Room 912  
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools  
Facilities Planning  
Attention: District Director  
1450 N.E. Second Avenue, Room 525  
Miami, Florida 33132  
Fax: 305-995-4760  
Email: [albuernef@dadeschools.net](mailto:albuernef@dadeschools.net)

AND

The School Board of Miami-Dade County, Florida  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, FL 33132  
Attn: Board Attorney  
Fax: 305-995-1412  
E-mail: [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

In the case of notice or communication to LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.
- C. For purposes of this Agreement, the Superintendent of Schools shall be

the party designated by the LESSOR to grant or deny all approvals required by this Agreement, including the cancellation and/or termination of this Agreement as provided herein.

D. Prior to commencement of this Agreement, LESSEE shall deliver to LESSOR proof of capacity to execute this Agreement in form acceptable to LESSOR and other such documentation, acceptable to LESSOR, evidencing LESSEE's formation, existence and authority to execute and enter into this Agreement.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Lease Agreement would otherwise expire on non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Lease Agreement shall be defined as calendar day. Counsel for LESSOR and counsel for LESSEE may deliver Notice on behalf of LESSOR and LESSEE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

#### **XXV.**

#### **NON-DISCRIMINATION**

LESSOR and LESSEE agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use of the DEMISED PREMISES. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, by a party hereto, such event shall be treated as a Default hereunder.

#### **XXVI.**

#### **LEGAL FEES AND COURT COSTS**

In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination or cancellation of this Agreement.

#### **XXVII.**

#### **SUBORDINATION**

This Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance of the DEMISED PREMISES or any part thereof by the LESSOR.

**XXVIII.**

**MISCELLANEOUS PROVISIONS**

The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all School Board contracts. Consequently, LESSEE hereby acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections, and reviews, including, but not limited to the authority of the SBOIG to access LESSEE'S, its legal representatives' and contractors' records and their obligation to make those records available upon request. LESSEE shall incorporate this clause into every contract relating to the DEMISED PREMISES.

**XXIX.**

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Agreement to be executed by their respective and duly authorized officers the day and the year first hereinabove written.

**LESSEE:**  
\_\_\_\_\_

**LESSOR:**  
THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Alberto M. Carvalho  
Superintendent of Schools

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
School Board Attorney

# ATTACHMENT "C"

## PROPOSAL SUMMARY COMMERCIAL LEASING OF PARKING FACILITIES FIENBERG/FISHER K-8 CENTER PARKING LOTS

Instructions: 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 legal entity submitting the proposal and with whom the District would be leasing:

---

2. The proposed use of the lot (self or combined self/valet parking):  
*(Please note that combined self/valet parking is 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 evidence of such experience must be in written or document form (e.g., licenses, agreements, etc.) and must be attached to your proposal at time of submittal.***

<u>Company/ Location</u>	<u>Experience in</u>	<u>Length of time</u>	<u>Contact/ Phone #</u>
------------------------------	--------------------------	---------------------------	-----------------------------

---

---

---

---

(Use additional sheets as necessary)

**Proposal Summary – Commercial Leasing of Parking Facilities – Fienberg/Fisher Elementary School Parking Lots – Continued**

5. Three (3) signed references for the specified entity with whom the District would be leasing in the specific field being leased (reference letters must be no more than 3 months old):

Reference/Contact/Phone #

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(Please attach copies of reference letters) (Use additional sheets as necessary)

6. I acknowledge that I have read the copy of the proposed lease agreement and agree to all the terms and conditions contained therein.

\_\_\_\_\_  
Print name/relationship with entity submitting proposal

\_\_\_\_\_  
Signature

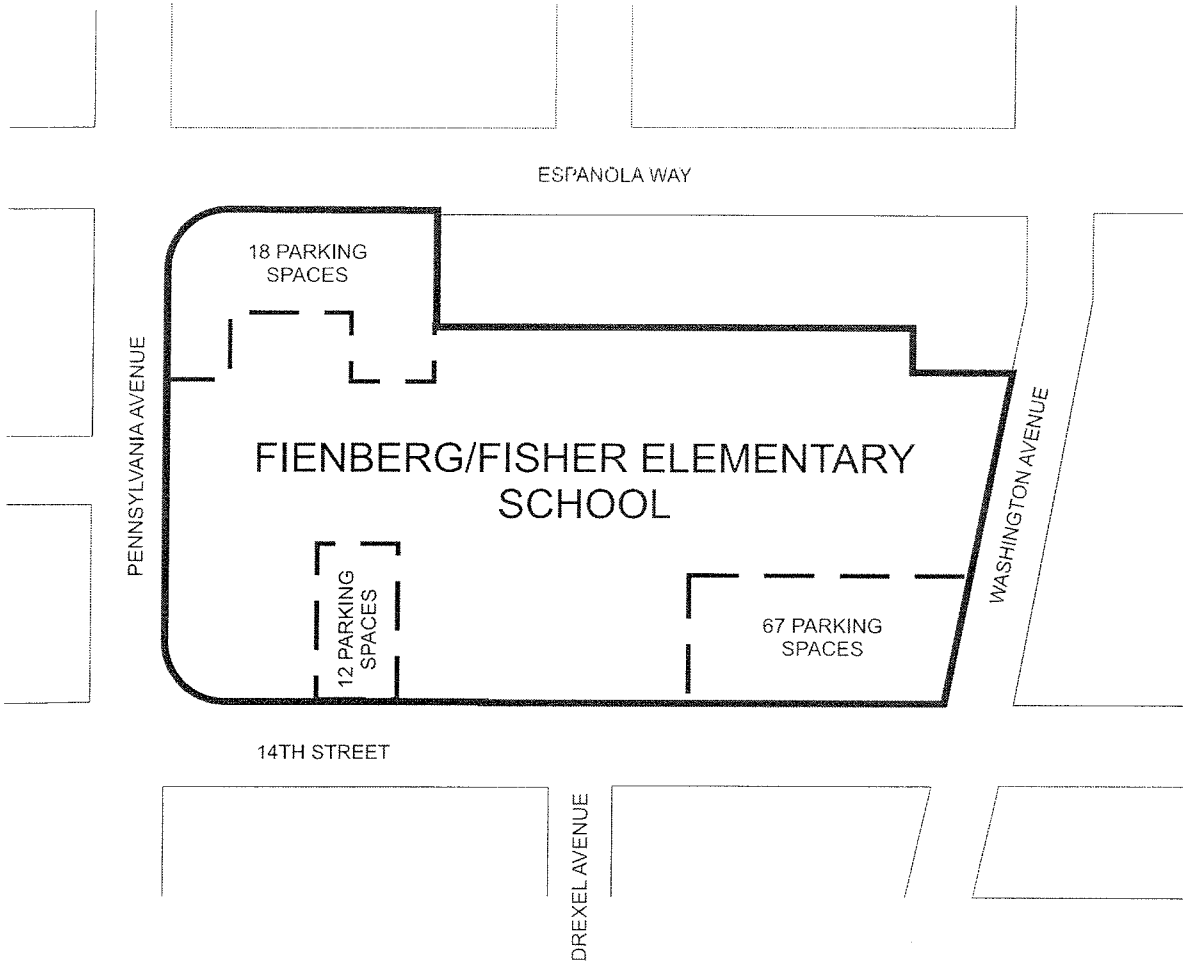
This proposal summary is being submitted for consideration for the commercial leasing of parking facilities at Fienberg/Fisher K-8 Center.

\_\_\_\_\_  
Print name/relationship with entity submitting proposal

\_\_\_\_\_  
Signature

# ATTACHMENT "D"

## Location Map



**Legend**

----- DEMISED PREMISES  
(Total of 97 Parking Spaces)

NOT TO SCALE

