



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

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

BIDDER QUALIFICATION FORM

BID NO. 021-EE10

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

Bids will be accepted until 2:00 PM on November 16, 2004 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

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

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

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

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

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

Legal Name of Vendor _____

Mailing Address _____

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

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

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

INSTRUCTIONS 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 of the bid.

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

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 M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE 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. 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 bears freight charges. Bidder owns 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. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

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).

C. PLACE, DATE AND HOUR. Bids shall be submitted by 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 in 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 sent to all businesses solicited, via facsimile or mail, and bids or proposals 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.

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. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. 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. All notice of 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 to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. 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.

B. **NOTIFICATION OF INTENDED ACTION** will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

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

D. **PURCHASE ORDERS.** 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 Instructions to Bidders, Section VI. E.

E. **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 has 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.

F. 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.

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 of 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. TYPE. 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. CONTAINER IDENTIFICATION. 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 directed payment to the bidder.

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 FEDERAL REGULATIONS


A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. 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.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

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

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 each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more 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: dcps.dade.k12.fl.us (click District Offices - click Procurement Management).

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 021-EE10	BUYER B. JONES	PAGE SC 1
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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMENTARY SCHOOL

SPECIAL CONDITIONS SUMMARY

1. **PURPOSE:** The purpose of this bid is to establish a contract, for the commercial leasing of the parking facilities at Fienberg/Fisher Elementary School, 1420 Washington Avenue and 1424 Drexel Avenue, Miami Beach, Florida. The term of the contract shall be for one year from the date lessor receives written notice from lessee that it has obtained all necessary licenses, permits, use approvals or other approvals, as required for the use of the demised premises by the local government or other governmental agencies, and may, at the sole option of The School Board of Miami-Dade County, Florida, upon final School Board approval, be extended for one additional one year period. Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the awardee 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 "B"), Miami-Dade County Public Schools (M-DCPS) will be considering bids for the leasing of paved parking facilities at the above-referenced site. Relevant information pertaining to this facility is as follows:

- A. The paved parking facilities consisting of three (3) separate parking lots, contains a total of ninety-seven (97) parking spaces (see Attachment "D").
- B. Lessee shall supervise the parking lot at all times during its period of use, and shall secure and lock the parking lot entrance gate at the end of each daily period the Lessee has use of the parking lot. The parking facility 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.
- C. 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

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

SPECIAL CONDITIONS SUMMARY

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

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

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

SPECIAL CONDITIONS SUMMARY

2. **SUBMITTALS:** The bid proposal must contain the following information:
- A. The entity who is submitting the bid proposal and with whom the District would be leasing. Please note that the entity must have the legal status to enter into a binding agreement and at Lessor's request, Lessee shall furnish the necessary documentation certifying the entity's legal and good standing status.
 - B. Proposed use (self parking or valet parking services) and hours of use.
 - C. Annual rental rate offered.
 - D. Evidence of a minimum of three (3) years recent and verifiable experience by the specified entity with whom the District would be leasing in the type of use for which the lot will be leased (e.g., if proposed use is for self-parking, evidence of a minimum of three (3) years recent and verifiable experience in self-parking must be presented). Please note that such evidence of experience must be in written or document form (e.g., licenses, agreements).
 - E. A minimum of three (3) verifiable existing references for the specified entity with whom the District would be leasing in the specific type of use being leased for.
 - F. Acknowledgment and agreement to all terms and conditions contained in the draft lease agreement.

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

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

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

BID 021-EE10	BUYER B. JONES	PAGE SC 4
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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMENTARY SCHOOL

SPECIAL CONDITIONS SUMMARY

4. **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.
5. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached vendor Information Sheet. 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 dcps.dade.k12.fl.us (click District Offices, then click Procurement Management).
6. **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).

7. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for Monday, November 8, 2004, at 10:30 a.m., in room 522A, School Board Administration Building, 1450 N.E. Second Avenue, Miami, Florida 33132. Although there is no requirement to attend, pre-bid conference attendance by the bidder or their qualified representative is requested to ensure bid compliance. For additional information, please contact Ms. Barbara Jones, at (305) 995-2348.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 021-EE10	BUYER B. JONES	PAGE SC 5
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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMENTARY SCHOOL

8. **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.
9. **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 by Fax or E-mail to:

Barbara D. Jones, CPPB, Director
 Miami-Dade County Public Schools
 Procurement Management Services
 Fax No. (305) 995-7443
 E-mail: bjones@dadeschools.net

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk
 Miami-Dade County Public Schools
 1450 N. E. 2nd Avenue, Room 268B
 Miami, Florida 33132
 Fax No. (305) 995-1448
 E-mail: martinez@dadeschools.net

10. **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>

ATTACHMENT "A"

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

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

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

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

2. The proposed use of the lot (self or valet parking):

3. Annual Rental Rate Offered:

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

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

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

5. Three (3) verifiable existing references for the specified entity with whom the District would be leasing in the specific field being leased:

Reference/Contact/Phone #

(1) _____

(2) _____

(3) _____

(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 bid proposal

Signature

This bid proposal summary is being submitted for consideration for the commercial leasing of parking facilities at Fienberg/Fisher Elementary School.

Print name/relationship with entity submitting bid proposal

Signature

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 "C"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (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.

NOW, THEREFORE, for and in consideration of the restrictions and covenants herein contained and other good and valuable consideration, receipt 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"):

A portion of the paved parking facilities of Fienberg/Fisher Elementary School 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:

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 approval 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 _____, 2005 (the "Commencement Date"), and shall end _____, 2006.

II.

RENTAL RATE

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

III.

USE OF DEMISED PREMISES

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

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

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

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. 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 Elementary School 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 the efficacy of continuation of 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.

LESSEE shall not permit loitering or assembly by any persons within the DEMISED PREMISES.

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, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to 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 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 fully executed 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 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.

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.

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.

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 one (1) additional term 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 current term. The rental rate for the option year shall be adjusted by either a five percent (5%) 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 any disputes shall be tried in 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.

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 certified U.S. mail, postage pre-paid, return receipt requested to the following address, or as the same may be changed in writing 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 a copy to:

Miami-Dade County Public Schools
Facilities Planning
Attention: Administrative Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132

In the case of notice or communication to LESSEE:

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 or to cancel the Agreement as provided herein.

XXV.

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:

By: _____
Owner/President

LESSOR:

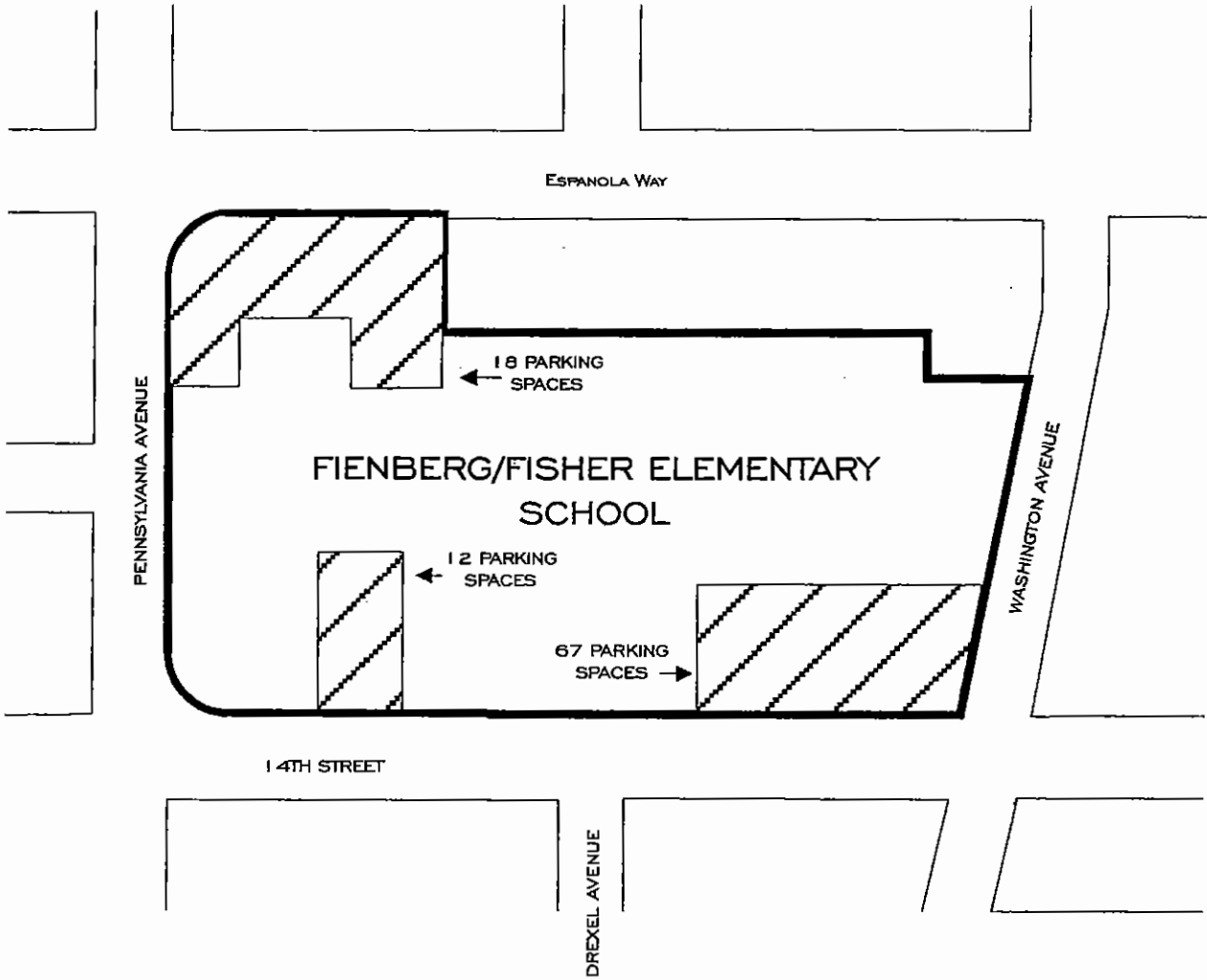
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Print Name: _____
Title: _____


APPROVED AS TO FORM:

School Board Attorney

ATTACHMENT "D"



LEGEND

	DEMISED PREMISES (TOTAL OF 97 PARKING SPACES)
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