REQUEST FOR PROPOSALS NO. 050-PP10

DEVELOPMENT, MANAGEMENT AND OPERATION OF A COMMUNITY GARDEN ON BOARD-OWNED LAND

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Planning, Design and Sustainability
1450 N.E. Second Avenue, Suite 525
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

Under this Request For Proposals (hereinafter referred to as the "**RFP**"), The School Board of Miami-Dade County, Florida (hereinafter referred to as the "**Board**"), will be considering proposals to provide for the use of Board-owned land for the development, management and operation of a community garden. Proposers may pursue use of land at one or more of the Board-owned sites listed below, provided such use does not violate any statutes, laws, rules, regulations or Board Policy. Each site shall be made available to the successful Proposer(s) in its "as-is", "where-is" condition, and the Board will not provide any capital improvements or complete any repairs as a provision of this RFP. At each location that the Proposer wishes to pursue, the Proposer shall be authorized to use the Board site(s) for community gardening purposes, with the right to also allow qualified third parties (as defined below) to utilize all or portions of the site to develop and maintain a community garden in conformance with all applicable statutes, laws, rules, regulations and Board Policies.

The successful Proposer(s) will be required to enter into a lease agreement for use of the Board site(s), the salient provisions of which are summarized under Section IX of this RFP (hereinafter referred to as the "**Lease Agreement**"). For purposes of this RFP, the term "**Proposer**" may be used individually or collectively as the "**Proposer**" or "**Proposers**", and shall mean the legal entity or individual that, upon contract award, will be the party entering into and executing the Lease Agreement with the Board. Any qualified third parties utilizing all or portions of the site(s) in accordance with the Lease Agreement between the Board and Proposer, shall be required to enter into a sublease agreement for use of the Board site(s), the salient provisions of which are summarized under Section IX of this RFP (hereinafter referred to as the "**Sublease Agreement**"). For purposes of this RFP, the term "**Qualified Third Party**" may be used individually as the "**Qualified Third Party**" or collectively as "**Qualified Third Parties**", and shall be defined as a legal entity or individual meeting the minimum qualifications outlined in Section VI of this RFP, as determined solely by the Board, with whom the successful Proposer wishes to enter

into an agreement to allow use of all or portions of the Board-owned site, pursuant to this RFP and the terms of the Sublease Agreement.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Ten (10) copies of the proposal, and one (1) CD containing the entire proposal, must be submitted by **2:00 p.m.** (Local Time) on **April 8, 2014**, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 N.E. 2nd Avenue, Room 650
Miami, Florida 33132

The responsibility for submitting a proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The Miami-Dade County Public Schools District (hereinafter the "**District**") will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The Proposer, or the party legally authorized to conduct business on behalf of the Proposer, must sign the proposal. The proposal package must contain all items requested. Failure to submit all items requested under this RFP may render the proposal non-responsive. Proposals must be submitted in a sealed envelope or box marked: "**REQUEST FOR PROPOSALS NO. 050-PP10 – DEVELOPMENT, MANAGEMENT AND OPERATION OF A COMMUNITY GARDEN ON BOARD-OWNED LAND"**.

It is anticipated that sealed proposals will be opened on **April 8, 2014**, and a recommendation to award a contract to the successful Proposer will be presented to the Board at its **May 14, 2014** meeting ("**Contract Award**"). Notification to the successful Proposer(s) will be on or after the **May 14, 2014** meeting. The School Board reserves the right to reject any and all responses to this RFP.

IV. SCOPE OF SERVICES

Under this RFP, one or more successful Proposers will be authorized to utilize, on a non-exclusive basis, land at one or more Board-owned sites, as follows:

- Eleven (11) available Board-owned sites described in **Attachment "A"** (hereinafter referred to collectively as the "**Available Sites**" and individually as the "**Available Site**"), for the development, management and operation of community gardens, provided such use does not violate any statutes, laws, rules, regulations or Board Policy;

- In addition to the Available Sites, Proposers may, in their Proposal Submittal Application, request use of other potentially available Board-owned sites

(hereinafter referred to collectively as the "**Potentially Available Sites**" and individually as the "**Potentially Available Site**") for the development, management and operation of community gardens, in compliance with all terms and conditions of this RFP, and with the explicit proviso that all Potentially Available Sites are subject to review and approval by applicable District Departments and/or individuals, including but not limited to the site administrator and Regional Superintendent subsequent to the Proposal Submittal, and may be eliminated or excluded from further consideration at any time during the RFP process, as provided under Section VIII of this RFP. A list of the Potentially Available Sites is attached to this RFP as "**Attachment A-1**".

The successful Proposer shall have the right to allow Qualified Third Parties to utilize, on a non-exclusive basis, all or portions of the site(s) to develop and maintain a community garden under the supervision and control of the successful Proposer, with the successful Proposer to remain obligated under the Lease Agreement, and in conformance with all applicable statutes, laws, rules, regulations and Board Policies. Such community gardens may only be developed and operated using raised gardening beds, and sustainable and organic practices, as defined in Section VI and Section IX of this RFP. In addition, each Proposer responding to this RFP must provide a viable plan, in the Board's sole determination, for incorporating an ongoing educational component as part of its use of the Board-owned site (e.g. agricultural literacy; relationships between agriculture, the environment, and human populations; Next Generation Science Standards: workshops for teachers and other staff; kids gardening). A description of Proposer's educational program shall be included in Proposer's Proposal Submittal Application for review and approval by the Board.

The use of the Board-owned site(s) by the successful Proposer(s) and any of its Qualified Third Parties shall be in compliance with the terms and conditions set forth in the Lease Agreement and Sublease Agreement. A summary of the salient provisions of the Lease Agreement and Sublease Agreement are listed under Section IX of this RFP, but are not intended to be all inclusive. The District reserves the right to add or modify certain non-substantive terms and conditions of the Lease Agreement and Sublease Agreement, in the sole determination of the District, and negotiate with the successful Proposer to finalize the terms of both agreements, subject to final review and approval by the Board.

Proposers acknowledge and agree that each Board-owned site is made available in its "as-is", "where-is" condition and basis with all faults, subject to all easements, covenants and other encumbrances or limitations of record, and the Board will not provide any capital improvements or complete any repairs as a provision of this RFP. The Board makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Board sites for any specific use. Proposers, by submitting a proposal in response to this RFP, acknowledge and agree that the Board has made no representations whatsoever regarding the Board sites. Proposers represent that they are relying and will continue to rely solely on their own investigations in their

decision to submit a proposal for this RFP, and ultimately enter into a contract with the Board (if they are the successful Proposer). Proposers further acknowledge and agree that the Board shall not indemnify Proposers in any way with respect to condition of the Board sites.

The successful Proposer at each Board site shall have the right to make, at the Proposer's sole cost and expense, improvements to the Board-owned site, provided that the plans are first submitted to and approved in writing by the Board. All work shall be performed by Proposer in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the applicable sections of the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time. The District's Building Department shall review and approve any required construction documents, issue any required permits for construction and provide final acceptance for any work.

V. INFORMATION ON AVAILABLE BOARD-OWNED SITES

AVAILABLE BOARD-OWNED SITES

Relevant information about the Available Sites and Potentially Available Sites, along with a map depicting the location of each site, is attached to this RFP as **Attachment "A"** and **Attachment A-1**, respectively. As noted in Section VII of this RFP, Proposers must include in their responses the approximate square footage and/or dimensions and exact location on the Available Site or Potentially Available Site the Proposers wish to utilize. In the event two (2) or more successful Proposers wish to utilize the same location within a Board-owned site, the area to be used by each successful Proposer at such Board-owned site shall be determined by the Board, at its sole authority, subsequent to Contract Award.

VI. MINIMUM QUALIFICATIONS

All Proposers submitting a proposal pursuant to this RFP must meet certain minimum requirements in order to be considered, as further detailed in Section VII of this RFP, as summarized below. Please refer to Section VII of this RFP for the specific criteria required.

A. The Proposer understands and agrees that, if applicable, the Proposer must hold all pertinent occupational licenses and any other business use licenses, certifications and/or approvals required to operate its business in Miami-Dade County and/or the applicable Municipality where its business is based.

B. The Proposer shall submit documentation, acceptable to Board, evidencing that Proposer has not-for-profit status.

C. If the proposal is submitted by a corporation or other corporate entity, submittal of documentation, acceptable to Board, evidencing that the corporation is active and authorized to do business in the State of Florida at the time of submittal, with written documentation verifying corporate status to be provided annually thereafter, or more often if required by the Board.

D. The Proposer shall use the Board-owned site(s) exclusively for the development, management and operation of the parcel for community gardens using sustainable and organic practices, as hereinafter defined, using raised gardening beds, and for no other purpose, and violation of these requirements shall be deemed a material breach under the Lease Agreement and Sublease Agreement, entitling the Board to immediately terminate the Lease Agreement and Sublease Agreement, as applicable. For purpose of this RFP, "**Sustainable and Organic Practices**" shall mean a garden which does not use any synthetic fertilizers, pesticides or artificial chemicals, and replaces manmade chemicals with those derived from natural sources.

E. The Proposer shall include a viable plan, in the Board's sole determination, for incorporating an ongoing educational component as part of the Proposer's use of the Board-owned site, as further described in Section IV of this RFP.

F. The successful Proposer shall be responsible for all costs associated with the installation or construction of any improvements on the Board-owned site, including, without limitation, all required permits from any and all jurisdictional entities, any due diligence activities, design, construction and/or infrastructure, related to such work.

G. The successful Proposer shall enter into the proposed Lease Agreement, the summary of the salient provisions of which are listed under Section IX of this RFP and, if applicable, the Sublease Agreement, the summary of the salient provisions of which are listed under Section IX of this RFP. The District reserves the right to modify certain non-substantive terms and conditions, in the sole determination of the District, of the Lease Agreement and Sublease Agreement, subject to the conclusion of successful negotiations between the parties.

H. Subject to the terms and conditions of the proposed Lease Agreement, the Proposer agrees that ownership of any permanent improvements installed on the Board-owned site pursuant to this RFP, may, at the Board's sole option, immediately vest with the Board at the time of said installation and acceptance of those improvements by the Board.

I. The successful Proposer shall be responsible for any and all costs related to its use and operation of its community garden at the Board-owned site(s), including, without limitation, all maintenance, janitorial and utilities costs, as well as costs for repair or replacement of equipment or facilities.

J. The Proposer agrees and understands that it is the Proposer's sole responsibility to determine the requirements, specifications, limitations and restrictions imposed by any and all jurisdictional entities, as well as all applicable laws, rules and regulations for use of the Board-owned site as a community garden prior to submittal of its proposal.

K. The Proposer agrees and understands that any general contractor doing work on the Board-owned site, which requires a permit, must be pre-qualified by the District, in compliance with Board and District Policies, before any construction activities can commence on the Board-owned site.

L. The successful Proposer will, if applicable, provide to the District all as-built drawings, Warranties, test data and any other documents related to any improvements installed or constructed at the Board-owned site, and will provide proof of closure of any and all permits related to same.

M. The successful Proposer and any Qualified Third Party shall be required to provide the Board with evidence of insurance, in the types and amounts as required in Section XI of this RFP.

N. The Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to develop, manage and operate a community garden at the Board-owned site.

O. Acknowledgement that the District may at any time in the RFP process, including subsequent to receipt of the Proposal Submittal, and at the District's sole option and discretion, exclude or eliminate any Potentially Available Site from further consideration.

VII. INFORMATION REQUIRED TO BE SUBMITTED BY PROPOSERS:

The information or documentation required to be submitted by Proposers by the deadline for submission of proposals (i.e., by 2:00 p.m. (Local Time) on April 8, 2014) is set forth below. Failure to submit the requested documentation on or before the stated date and time may deem a proposal non-responsive and ineligible for award.

1. One completed Proposal Submittal Application (see **Attachment "B"**), executed by the Proposer, containing the following information:

a. Complete Legal Name of Proposer.
b. Reference number and address of each Available Site and/or Potentially Available Site the Proposer wishes to pursue.
c. Square footage and/or dimensions and exact location of area Proposer wishes to utilize at each Board-owned site.
d. General description of the type of garden to be developed by Proposer at each Board-owned site (i.e., vegetables, fruit, flowers, herbs, etc.).
e. Description of educational program to be provided by Proposer at each Board-owned site, as described in Section IV of this RFP.
f. Proposed duration of the term of the Lease Agreement, including any lease extensions (the total of which may not exceed the lease term provided in Section IX of the RFP).
g. Brief description of scope of work for improvements Proposer wishes to install or construct at each Board-owned site (i.e., raised gardening beds, fencing, irrigation and/or other additional improvements).
h. Implementation plan for establishing the community garden, and description of plan to maintain garden(s) in a sanitary, clean and orderly condition on an ongoing basis.
i. Consideration proffered by Proposer for use of the Board-owned site, such as in-kind donation or other "added value" consideration, if Proposer wishes to proffer same as "added value".
j. Acknowledgment of Proposer's compliance or agreement to comply with the provisions of Section VI of this RFP.
k. Proposer's acknowledgment to having read the summary of the salient provisions of the Lease Agreement and Sublease Agreement listed under Section IX of the RFP, and agreeing to all such terms and conditions as set forth therein.

2. Verification, satisfactory to the School Board Attorney's Office, that the party signing the Proposal Submittal Application is authorized to do so, on behalf of the Proposer.

3. Documentation, satisfactory to the School Board Attorney's Office, substantiating the Proposer's not–for-profit status.

4. Documentation, satisfactory to the School Board Attorney's Office, that a proposal submitted by a corporation or other corporate entity, evidences that the corporation is active and authorized to do business in the State of Florida.

5. One completed Addendum to Proposal Submittal Application (see **Attachment "C"**) executed by the Proposer, containing the following information:

   a. Legal Name of Proposer.

b. Evidence of experience and qualifications in the development, maintenance and operation of a community garden, including, but not necessarily limited to, the following:

   1. Description, address and contact information of no less than one (1) location where Proposer operates or has operated a community garden within the last three (3) years using sustainable and organic practices as defined in this RFP.

   2. Photograph of at least one (1) community garden operated by Proposer using sustainable and organic practices of a similar type to that which Proposer is proposing to operate at the Board-owned site.

   3. No less than two (2) signed original reference letters, one of which must be from a property owner or entity with whom Proposer contracted to operate a community garden similar to that which Proposer is proposing to provide at the Board-owned site. The two (2) reference letters may not be more than one (1) year old.

6. Completed form, as outlined in Section X of the RFP, indicating Proposer's equal employment policy and providing a detailed breakdown by ethnicity, gender and occupational categories of Proposer's work force.

7. Completed forms as set forth in the front-end portion of the RFP document, which include, but are not necessarily limited to:

   a. Anti-Collusion Statement
   b. Certification and Identification for Proposers
   c. Type of Business Organization and Authority of Signatory
   d. Disclosure of Employment of Former School Board Employees
   e. Disclosure of Conflict of Interest

VIII. SELECTION PROCESS

EVALUATION OF PROPOSALS

Subsequent to the Proposal Submittal, all Potentially Available Sites requested by Proposers in their Proposal Submittal Application will be forwarded to the respective District departments, site administrators and Regional Superintendents for approval or declination of the site. The District reserves the right to eliminate or exclude any Potentially Available Site from further consideration at any time in the RFP process, including subsequent to

receipt of the Proposal Submittal, at the District's sole option and discretion. Upon securing responses from the District departments, site administrators and Regional Superintendents, the District will notify Proposer(s) as to which of the Potentially Available Sites are preliminarily approved for use as a community garden under this RFP, subject to review by the District's evaluation committee and Contract Award. If a Potentially Available Site is declined, the process ends for the affected site, and no further action will be taken with respect to the declined site(s). Proposals for Potentially Available Sites that received preliminary approval by the District departments, site administrator and Regional Superintendent, as well as proposals for Available Sites, will be brought before a District evaluation committee for evaluation in accordance with this RFP.

The Board will consider responses from all Proposers who meet the minimum qualifications and standards set forth in this RFP. Any award will be made to the Proposer(s) who best meet(s) the District's specifications and requirements. Additional consideration will be given to the 'added value' proffered by the Proposer, if any, such as an in-kind donation or other added value consideration to the Board. Proposals will be reviewed by a District evaluation committee, who will review the proposals and verify that the Proposer has met the minimum qualifications and evaluation criteria as set forth in this RFP. As a part of the evaluation process, oral presentations may be made to the evaluation committee, at the discretion of the evaluation committee. If oral presentations are required, each Proposer will be allotted time to give an overview of their proposal. The evaluation committee will review submitted proposals and determine, by consensus vote, the proposals that best meet the requirements of the District.

If the District is unable to reach acceptable terms with the highest ranked Proposer(s), after a reasonable negotiating period, as may be solely determined by the Board, the District may, at its sole discretion, seek to reach acceptable terms with the next highest ranked Proposer(s). The District reserves the right to negotiate non-substantive provisions of the Lease Agreement and Sublease Agreement with the successful Proposer(s), subject to final review and approval by the Board. In addition, it is to be expressly understood that the Board may award and enter into Lease Agreements and Sub-Lease Agreements pursuant to this RFP, at its sole discretion and as it deems to be in the Board's best interest. The Board reserves the right to reject any and all proposals.

Failure to provide all necessary or required information may, at the District's or Board's sole option, cause the proposal to be deemed non-responsive and ineligible for award. Any person or entity, which at the time of the proposal submittal, is in arrears or default regarding any obligation to The School Board of Miami-Dade County, Florida, shall be ineligible for award.

The following factors will be considered by the evaluation committee when evaluating complete proposals:

A. Qualifications, experience, past performance, and references of the Proposer in the development, management and operation of a community garden;
B. Educational program to be provided by Proposer at the Board-owned site, as described in Section IV of this RFP;
C. Responsiveness of the proposal, including oral presentation (if required); and
D. Consideration proffered by Proposer as an 'added value' for use of the Board-owned site, if any.

The District's evaluation committee will consist of the following individuals, or their appointed designees:

Two (2) Representatives, Planning, Design and Sustainability

Two (2) Representatives, School Operations

One (1) Representative, Office of Economic Opportunity

One (1) Representative, Procurement Management Services (non-voting)

One (1) Representative, School Board Attorney's Office (non-voting)

IX. SUMMARY OF TERMS OF LEASE AGREEMENT AND SUBLEASE AGREEMENT

A. LEASE AGREEMENT

The Board shall enter into a separate Lease Agreement with the successful Proposer(s) for each Board-owned site where a community organic garden is to be operated. The salient provisions of the proposed Lease Agreement are listed below, but are not intended to be all inclusive.

For purposes of this summary, the Proposer is defined as the Lessee, and the Board-owned site as the Demised Premises. The District reserves the right to add or modify certain non-substantive terms and conditions, in the sole determination of the District, of the Lease Agreement and negotiate with the successful Proposer(s) to finalize the terms of the Lease Agreement, subject to final review and approval by the Board.

- An initial lease term not to exceed five (5) years;

- Provided the Lessee is not in default of the terms of the Lease Agreement, the term may be extended for not more than five (5) consecutive one-year periods by the Lessee, at the sole discretion of the Board, upon six (6) months prior written notice from the Lessee. The combined duration of the initial lease term and renewal terms shall be as established in the RFP process, but in no event shall be more than a total of ten (10) years;
- The Lessee shall have non-exclusive use of the Demised Premises exclusively for the development, management and operation of a community garden, throughout the term of the Lease Agreement;
- Lessee shall have the unrestricted right of ingress and egress across a mutually agreed to portion of the Board-owned site necessary for Lessee and its Sub-Lessee (as defined in Section IX(B) hereinbelow), if any, to gain access to the Demised Premises from the nearest public right-of-way. Said right of ingress and egress (1) shall be non-exclusive, (2) shall automatically expire with the expiration, termination or cancellation of the Lease Agreement, and (3) may not be assigned by Lessee without the express prior written consent of the Board. Neither Lessee or any other persons or parties shall be permitted to access any other portions of the Board-owned site;
- Lessee's community garden may only be developed and operated using raised gardening beds, and sustainable and organic practices. For purpose of the Lease Agreement, "**Sustainable and Organic Practices**" shall mean a garden which does not use any synthetic fertilizers, pesticides or artificial chemicals, and replaces manmade chemicals with those derived from natural sources. In addition, "**Raised Gardening Beds**" shall be defined as any garden that is higher than ground level, consisting of soil that is raised higher than the surrounding land area and surrounded by a frame of sufficient strength to keep it in place;
- Lessee's shall include an ongoing educational component as part of Lessee's use of the Demised Premises, as proposed by Lessee in its Proposal Submittal Application, and approved by the Board, in the Board's sole determination;
- The Lessee shall have the right to allow Qualified Third Parties to utilize all or portions of the Demised Premises to develop, maintain and operate a community garden, subject to and in compliance with the Board-approved Sublease Agreement, and under the supervision and control of the Lessee. In all such instances, Lessee shall remain fully obligated, liable and responsible for all duties, terms and conditions under the Lease Agreement;
- At such time as the Lessee wishes to allow a Qualified Third Party to utilize all or portions of the Demised Premises, the Lessee shall notify the District in writing of its intent, and provide all necessary information regarding such use, including the name of the third party, type of garden to be developed by the third party and other pertinent information as may be reasonably required by the District. If approved by the Board, the

Qualified Third Party shall enter into the Sublease Agreement with Lessee, containing the same terms and conditions of the Lease Agreement, plus the additional terms summarized under Section IX (B) of this RFP. The form of Sublease Agreement to be entered into between the Lessee and Qualified Third Parties shall be generated by the Board and attached as an exhibit to the Lease Agreement between the Board and Lessee;

- The Demised Premises are available in their "as-is", "where-is" condition and basis with all faults, subject to all easements, covenants and other encumbrances or limitations of record, and the Board will not provide any capital improvements or complete any repairs as a provision of this RFP. The Board makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Demised Premises for any specific use. Lessee, by executing the Lease Agreement, acknowledges and agrees that the Board has made no representations whatsoever regarding the Demised Premises. The Lessee represents that it is relying and will continue to rely solely on its own investigations in its decision to enter into the Lease Agreement. The Lessee further acknowledges and agrees that the Board shall not indemnify the Lessee in any way with respect to condition of the Demised Premises;
- Lessee may make, at its sole cost and expense, improvements to the Demised Premises provided that the plans are first submitted to and approved in writing by the Board. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time;
- The Miami-Dade County Public Schools Building Department shall review and approve any required construction documents, issue any required construction permits and provide final acceptance of any work at the Demised Premises;
- Lessee shall be responsible for any and all costs related to the development, management and operation of Lessee's community garden at the Demised Premises, including, without limitation, all maintenance, janitorial and utilities costs, as well as costs for repair or replacement of supplies, equipment or facilities;
- Lessee shall be responsible, at Lessee's sole cost and expense, for all maintenance, upkeep and repairs to the Demised Premises, in conformance with the maintenance plan submitted by Proposer and approved by the Board;
- Lessee shall be responsible for removal of trash and litter from the Demised Premises;
- Lessee shall be responsible for payment of all utilities relating to its use and operation of the Demised Premises, if any;

- In the event of damage or destruction of all or portions of the Demised Premises, the Lessee may either cancel the Lease Agreement or repair/replace the damaged facilities, at the Lessee's sole cost and expense, provides such repairs or replacement are made in conformance with all applicable codes, standards and criteria then in effect;
- Any damage or destruction sustained to the Demised Premises as a result of the Lessee's actions shall be repaired by the Lessee, in compliance with all applicable codes, standards and criteria then in effect, at the Lessee's sole cost and expense;
- The Board shall not be liable for damages arising from acts of God, or for any loss of business or consequential damages, or arising from the operation or development of the Demised Premises by Lessee or a Qualified Third Party;
- The Board may cancel the Lease Agreement at any time, without cause or penalty, if the portion of the Board-owned site housing the Demised Premises is required for a District purpose, as it may be determined solely by the Board. In addition, the Board may cancel the Lease Agreement, at any time, without cause or penalty, by providing the Lessee with one-hundred eighty (180) days prior written notice. In addition, the Board may cancel the Lease Agreement, for cause, in the event of damage or destruction to the Demised Premises, which the Lessee chooses not to repair, default by the Lessee, which default is not cured, or in the event the Board sells the portion of the Board-owned site housing the Demised Premises. In addition, the Board may immediately cancel the Lease Agreement for cause and without penalty, and without providing Lessee an opportunity to cure, if Lessee (1) fails to comply with the Jessica Lunsford Act, (2) assigns or sublets the Demised Premises, except as otherwise authorized under the Lease Agreement, without the Board's prior written consent, which may be withheld at the Board's sole discretion, (3) fails to operate its garden at the Demised Premises using Sustainable and Organic Practices, or (4) fails to use Raised Gardening Beds;
- Lessee may cancel the Lease Agreement at any time by providing the Board with thirty (30) days prior written notice;
- All permanent improvements, equipment or facilities installed, operated and maintained within the Demised Premises may, at the Board's sole option, become the property of the Board upon installation by Lessee and acceptance by the District;
- The Lease Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the Board under those leases, and to all financing that may now or hereafter affect the leases or the Board-owned site or Demised Premises, or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in

confirmation of this subordination, the Lessee shall execute, within thirty (30) days of request, any certificate that the Board may request;

- Lessee shall hold harmless, indemnify and defend the indemnitees (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, attorneys' 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 the Lease Agreement (including goods and services provided thereto) by or on behalf of the Lessee, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida, and its members, officers and employees;
- Lessee agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to performance under the Lease Agreement;
- Lessee shall provide the Board with evidence of insurance in the types and amounts of coverage as required by the Board's Office of Risk and Benefits Management, which may include, but are not necessarily limited to, general liability insurance, automobile liability insurance and workers' compensation insurance coverages. "The School Board of Miami-Dade County, Florida, and its members, officers and employees", shall be named as an additional insured on all liability coverages.
- Lessee shall comply with all applicable laws, rules, ordinances, statutes, regulatory and code requirements;
- Lessee shall not be permitted to install any signage or use the Demised Premises or Board-owned site for promotion or advertising of any nature whatsoever, without the express prior written approval of the Board;
- Any publication or literature issued by Lessee announcing its community garden at the Board-owned site shall be approved by the Board, or designee, prior to issuance or publication of same;
- Any contractor doing work on behalf of Lessee within the Board-owned site, which requires a permit, must be prequalified by the Board before commencing any construction activities;
- In the event of any litigation between the parties, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- Lessee shall not market or sell products grown within the Demised Premises which may result in the revocation of its not-for-profit status;
- Lessee shall take no action of any type or nature which may impact the tax exempt status of the Board-owned site;
- The Lessee shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, which may be

imposed on the Demised Premises and/or Board site, as a result of the Lessee's use of the Demised Premises;

- If at any time during the term of the Lease Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the Lessee's use of the Demised Premises, the Lessee acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the Lessee's sole cost and expense;
- The Lease Agreement shall be subject to Florida's Public Records Laws, Chapter 199, Florida Statutes. The Lessee understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Lessee acknowledges and accepts the authority of the Board to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the Lessee's records, its legal representatives' and contractors' records and the obligation of the Lessee to retain and to make those records available upon request, and in accordance with all applicable laws. The Lessee shall keep records to show its compliance with this Agreement. In addition, the Lessee's contractors and subcontractors must make available, upon the Board's request, any books, documents, papers and records which are directly pertinent to this specific Lease Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Lessee, its contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any work; and (b) the Lessee shall retain records for five (5) years after the expiration, early termination or cancellation of the Lease Agreement. The Lessee shall incorporate this provision into every contract that it enters into relating to the Demised Premises; and
- Lessee shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the Demised Premises or Board-owned site. "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Federal, State or Local Environmental Laws.

B. SUBLEASE AGREEMENT

The Lessee shall have the right to allow Qualified Third Parties to utilize all or portions of the Demised Premises to develop, maintain and operate a community garden, subject to and in compliance with the Board-approved Sublease Agreement, and under the supervision and control of the Lessee. Any and all Qualified Third Parties utilizing all or portions of the Demised Premises shall be

required to enter into a Sublease Agreement with the Lessee. In all such instances, Lessee shall remain fully obligated, liable and responsible for all duties, terms and conditions under the Lease Agreement.

The proposed Sublease Agreement between the Lessee and Qualified Third Parties shall contain the same terms and conditions of the Lease Agreement between the Board and Lessee, the salient provisions of which are listed in Section IX (A) of this RFP. In addition to the foregoing, the Sublease Agreement shall contain additional terms and conditions, as summarized hereinbelow.

For purposes of this Sublease Agreement summary, the Lessee is defined as the "Sub-Lessor", the Qualified Third Party is defined as the "Sub-Lessee" and the demised area as the "Sublease Area". The Board may consider the inclusion of alternative provisions in Proposer's Proposal Submittal Application, subject to review and approval by the Board. The Sub-Lessor may add or modify certain non-substantive terms and conditions of the Sublease Agreement, subject to review and approval by the Board, which may be withheld at the Board's sole discretion.

- Sub-Lessee hereby acknowledges the existence of the underlying Lease Agreement between the Sub-Lessor and the Board for Sub-Lessor's use of the Demised Premises (as defined in the Lease Agreement). The Sub-Lessor and Sub-Lessee acknowledge and agree that the Sublease Agreement shall be subject and subordinate to the Lease Agreement, and in the event of a conflict between the terms of this Sublease Agreement and the terms of the Lease Agreement, the terms of Lease Agreement shall prevail. Notwithstanding the foregoing, the Sub-Lessee shall have all the same duties and obligations as the Sub-Lessor, however, Lessee shall remain fully obligated, liable and responsible for all duties, terms and conditions under the Lease Agreement;
- An initial lease term not to exceed the duration of the initial term of the Lease Agreement between the Board and the Sub-Lessor;
- Provided the Sub-Lessee is not in default of the terms of the Sublease Agreement, the term of the Sublease Agreement may be extended by the Sub-Lessee upon six (6) months prior written notice from the Sub-Lessee to Sub-Lessor, provided the Lease Agreement between the Board and Sub-Lessor remains in effect. The combined duration of the initial lease term and renewal terms of the Sublease Agreement shall not be more than a total of ten (10) years, but in no event shall exceed the combined duration of the initial lease term and renewal terms set forth in the Lease Agreement between the Board and Sub-Lessor;
- Sub-Lessee expressly acknowledges and agrees that this Sublease Agreement shall automatically terminate concurrent with the cancellation or termination of the Lease Agreement;
- Sub-Lessee's exact area of use within the Board-owned site shall be established by the Sub-Lessor, but in no event shall such Sub-Lease Area extend outside the boundaries of the Sub-Lessor's Demised Premises under the Lease Agreement;

- Any consideration paid by the Sub-Lessee for use of the Sub-Lease Area, other than shared operating costs between the Sub-Lessee and Sub-Lessor, shall be paid to the Board;
- Either Sub-Lessee or Sub-Lessor may cancel the Sublease Agreement at any time by providing the other party with thirty (30) days prior written notice;
- In addition, the Sub-Lessor and Sub-Lessee acknowledge and agree that the cancellation, termination, or expiration of the Lease Agreement between the Sub-Lessor and the Board shall serve to automatically cancel the Sublease Agreement;

X. EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ENTERPRISE AND MINORITY BUSINESS ENTERPRISE PARTICIPATION

Equal Employment Opportunity

A. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

B. Proposer is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force (see **Attachment "D**").

Small Business Enterprise and Minority/Women Business Enterprise (M/WBE) Participation

From its initiation, the School Board has a strong commitment to Small Business Enterprise and Minority/Women Business Enterprise participation as part of all related processes and continues to reflect such commitment. The School Board has an active Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Certification Program, to increase contracting opportunities for SBE's and M/WBE's. Pursuant to the Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. The Office of Economic Opportunity must certify all SBE's and M/WBEs, prior to contract award. The application may be accessed through the following link:

http://forms.dadeschools.net/webpdf/3920.pdf

XI. INDEMNIFICATION AND INSURANCE

In consideration of being the successful Proposer, the Proposers agree without reservation to the indemnification and insurance clauses contained herein, as follows:

INDEMNIFICATION

Proposers shall hold harmless, indemnify and defend the indemnitees (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, attorneys' 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 the Lease Agreement (including goods and services provided thereto) by or on behalf of the Proposer, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

At the time an award is made, the successful Proposer will be required to provide the Board with insurance certificates which evidence insurance coverages in the types and amounts of coverage as required by the Board's Office of Risk and Benefits Management, which may include, but are not necessarily limited to, general liability insurance, automobile liability insurance and workers' compensation insurance coverages. "The School Board of Miami-Dade County, Florida, and its members, officers and employees", shall be named as an additional insured on all liability coverages. In addition, any approved Sub-Lessee (as defined in Section IX of this RFP) shall be required to provide the Board and Sub-Lessor, prior to commencement of the term of the Sublease Agreement, with insurance certificates which evidence insurance coverages in the types and amounts of coverage as required by the Board's Office of Risk and Benefits Management, which may include, but are not necessarily limited to, general liability insurance, automobile liability insurance and workers' compensation insurance coverages. "The School Board of Miami-Dade County, Florida, and its members, officers and employees", and the Sub-Lessor shall be named as an additional insured on all liability coverages.

XII. CONTRACTOR PREQUALIFICATION

Pursuant to Florida Statute and Board Policy, any construction company that proposes to provide work on a District site as the prime contractor on capital or maintenance projects must be prequalified by the District. In the event the Proposer wishes to construct, at its sole cost and expense, improvements within a Board-owned site which requires a permit, subject to the terms outlined in

Section IX of this RFP and Board approval, the successful Proposer(s)' general contractor(s) must submit a completed Contractor Prequalification Certification Application, subsequent to contract award, and must be prequalified by the District before commencing any construction activities on any Board-owned site. The process for prequalification from receipt of a complete Contractor Prequalification Certification Application takes a minimum of ninety (90) days. A complete Contractor Prequalification Certification Application must be received by the District to commence the prequalification process. The application may be found on the District website at www.dadeschools.net . Click on "**Community"**, then click on "**Create Account**". Once you have a Community Portal identification number and password, return to www.dadeschools.net. Click on "**Community**", select "**Login to Community Portal**" and enter your Community Portal identification number and password. Once you are logged in, click on "**Apps-Services-Sites**", then click on "**Contractor Prequalification Certification Application**", and select "**Create New Application**".

XIII. IMPLEMENTATION SCHEDULE

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

Mailing of Request for Proposals	March 12, 2014
Deadline for Questions	March 17, 2014
Pre-Proposal Conference*	March 19, 2014
Deadline for Submission of Proposals	April 08, 2014
Evaluation Committee Meeting	April 17, 2014
Oral Presentations (if required)	April 22, 2014
Recommendation for Award (tentative)	May 14, 2014

***A non-mandatory Pre-proposal conference has been scheduled for March 19, 2014 at 10:00 a.m., in Conference Room 522A of the School Board Administration Building, located at 1450 N.E. 2nd Avenue, Miami, Florida 33132.**

XIV. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than **4:00 p.m.** (Local Time) on **March 17, 2014**, via e-mail, to the individual listed below:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 650
Miami, FL 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

Ms. Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
FAX #305-995-1448
E-MAIL: martinez@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the Proposer(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp