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

Direct All Inquiries To
The Bureau of Procurement and Materials
Management -

Barbara D. Jones, CPPB

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

BID/RFP ADDENDUM (INFORMATION ONLY)

Date: February 12, 2003 Addendum No. 1

BID/RFP No. 096-CC10

BID/RFP TITLE: Commercial Leasing of Parking Facility at South Pointe Elementary School

This addendum modifies the conditions of the above referenced BID/RFP as follows, and is only for information purposes:

- 1. Revises Special Condition 1(B) as per attached;
- 2. Revises Lease Agreement (IV. Supervision) as per attached;

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

FM-4354 Rev. (07-98)

MIAMI-DADE COUNTY PUBLIC SCHOOLS

ED PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

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	Commercial Leasing of Paved Parking Facility at South Pointe Elementary School (Rebid)					

Special Conditions Summary

1. PURPOSE: The purpose of this bid is to establish a contract, for the Commercial Leasing of the Parking Facility at South Pointe Elementary School, 1050 Fourth Street, Miami Beach, Florida. The term of the contract shall be for one year from the date lesssor receives written notice from lessee that it has obtained all necessary licenses, permits, use approvals or other approvals, or one year from the date the gate has been erected, whichever is later, 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. The Board, through Procurement and Materials Management, 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 acted upon by the Board. 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-<u>1D-1.01</u>, School Facilities - Availability to Qualified Community Organizations and Commercial Enterprises (see Attachment "A"), 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. Parking facility containing sixty-five (65) spaces and two (2) handicapped spaces, for a total of sixty-seven (67) 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 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 4

4:00 p.m. through 5:00 a.m.

Weekends

4:00 p.m. Friday through 5:00 a.m. Monday

Holidays

4:00 p.m. of previous day (if a school day) through 5:00

a.m. of the following day

- D. Use of the parking lot shall be limited by the availability of the 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 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.

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 South Pointe 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

LEESEE 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 and conditions of this Agreement. LEESEE shall not permit loitering or assembly by any persons within the DEMISED PREMISES.