

The School Board of Miami-Dade County, Florida  
SCHOOL BOARD ADMINISTRATION BUILDING  
Bureau of Procurement and Materials Management  
1450 N.E. 2<sup>nd</sup> 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. 097-CC10

BID/RFP TITLE: Commercial Leasing of Parking Facility at Coconut Grove  
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;
3. Changes bid opening date from Tuesday, February 18, 2003 to Thursday, February 20, 2003.

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.

COMPLETE USING  
TYPEWRITER  
OR  
BALL-POINT PEN  
ONLY.



## Miami-Dade County Public Schools

School Board Administration Building  
1450 Northeast Second Avenue  
Miami, Florida 33132

Direct all inquiries to the  
Bureau of Procurement and  
Materials Management.

BUYER NAMED:  
BARBARA JONES  
PHONE: (305) 995-2348  
TDD PHONE (305) 995-2400

### BIDDER QUALIFICATION FORM

BID NO. 097-CC10 BID TITLE Commercial Leasing of Paved Parking Facility at Coconut Grove Elementary School  
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON February 20, 2003 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 BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING.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. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)**

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 and its members, officers and employees.

**III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:**

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond \_\_\_\_\_ Check (Cashier's, Certified, or Equal) \_\_\_\_\_

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : \_\_\_\_\_

MAILING ADDRESS : \_\_\_\_\_

CITY, STATE, ZIP CODE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) : \_\_\_\_\_ DATE \_\_\_\_\_

OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

NAME (TYPED) : \_\_\_\_\_ TITLE \_\_\_\_\_

OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

BID NO  097-CC10	BUYER  B. Jones	PAGE  SC
TITLE  Commercial Leasing of Paved Parking Facility at Coconut Grove 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 Coconut Grove Elementary School, 3351 Matilda Street, Coconut Grove, 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. 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 6Gx13-1D-1.01, School Facilities - Availability to Qualified Community Organizations and Commercial Enterprises (see Attachment "A"), Miami-Dade County Public Schools (M-DCPS) will be considering 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 lot contains thirty-five (35) spaces (33 regular spaces and 2 handicapped spaces). Please be advised, however, that three (3) of the 35 parking spaces are reserved at all times (24 hours a day/7 days a week) for use by Krest Five and Ten. Therefore, the agreement shall only include a total of thirty-two (32) 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	4:00 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.

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. In addition, LESSEE expressly agrees that three (3) spaces in the parking lot shall be reserved twenty (24) hours a day/seven days a week for use by Krest Five and Ten. Said parking spaces are located directly behind Krest Five and Ten and shall remain accessible to Krest Five and Ten during the LESSEE'S hours of operation. Employees of LESSOR shall be permitted use of and access to the DEMISED PREMISES when visiting Coconut Grove 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 and conditions 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