MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID

SEALED BID NO:	**ITB-15-91-YWP**
TITLE:	**Commercial Leasing of Paved-Parking Facilities**
DESCRIPTION:	**The purpose of this Invitation to Bid is to solicit bids from qualified individuals and/or firms for the commercial leasing of the parking facilities located at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, Florida 33132.**
TERMS:	**One Year (1) (Initial Term) with two (2), one (1) year lease extensions, at the Board's sole discretion**
ITB RELEASE DATE:	**Wednesday, July 6, 2016**
PRE-BIDDERS CONFERENCE DATE/TIME:	**Wednesday, July 20, 2016 at 10:00 a.m. EST**
PRE-BID CONFERENCE LOCATION:	**Miami-Dade County Public Schools** **School Board Administration Building** **Procurement Management Services** **1450 Northeast 2nd Avenue, Suite 650** **Miami, Florida 33132**
DEADLINE FOR QUESTIONS:	**Wednesday, July 20, 2016 at 5 p.m. EST**
BID DUE DATE/TIME:	**Tuesday, July 26, 2016 at 2 p.m. EST**
PUBLIC OPENING OF BIDS:	**Tuesday, July 26, 2016 at 2 p.m. EST**
BID OPENING LOCATION:	**Miami-Dade County Public Schools** **School Board Administration Building** **Procurement Management Services** **1450 Northeast 2nd Avenue, Suite 650** **Miami, Florida 33132**
FOR INFORMATION CONTACT:	**Yasmin Wong-Peraza** **Director, Procurement** **Procurement Management Services** **Phone: (305) 995-2309** **Fax: (305) 523-4992** **Email:** yperaza@dadeschools.net

Visit our web site at www.procurement.dadeschools.net to download a vendor registration package. The website also displays Bids, ITBs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board approved Procurement/Purchasing Regulations.

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Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	School Board Policy 7520 (Leasing of School Board-Owned Property)
Exhibit 9	Draft Lease Agreement for Parking Facility at N.E. 14 Street and N.E. 2nd Avenue
Exhibit 10	Location Map of Parking Facility at N.E. 14 Street and N.E. 2nd Avenue and City of Miami Parking Surcharge Acknowledgment and Certification

SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools ("M-DCPS") is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of the M-DCPS are as follows:

VISION
We provide a world class education for every student.

MISSION
To be preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

CORE VALUES

Excellence
We pursue the highest standards in academic achievement and organizational performance.

Equity
We foster an environment that serves all students and aspires to eliminate the achievement gap.

Student Focus
We singularly focus on meeting our students' needs and supporting them in fulfilling their potential.

Innovation
We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

Accountability
We accept responsibility for our successes and challenges and seek to transparently share our work on an ethical manner, as we strive towards continuous improvement.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking bids from qualified firms and/or individuals for the commercial leasing of the parking facilities at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, Florida 33132 ("**SBAB Parking Lot**").

The selected bidder will be awarded a one (1) year agreement, with two (1) one-year extensions at the District's sole discretion.

1.3 ITB TIMETABLE

The anticipated schedule for this ITB and contract approval is as follows:

ITB available for distribution:	Wednesday, July 6, 2016
Deadline for receipt of questions:	Wednesday, July 20, 2016 at 5 p.m. EST No later than 5 p.m. Emailed to Procurement Analyst (See Section 1.4)
Pre-Bid Conference date, time and place:	Wednesday, July 20, 2016 at 10 a.m. EST Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of Bids:	Wednesday, July 26, 2016 at 2 p.m. EST No later than 2 p.m. (local time) (See Section 1.9 for location)
Projected Board Approval of Contract:	September 2016
Projected Contract start date:	On the date that the successful Bidder has completed all pre-conditions of the lease agreement, to the Board's satisfaction at the Board's sole discretion

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Yasmin Wong-Peraza Director, Procurement
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	yperaza@dadeschools.net
Telephone:	(305) 995-2309
Fax:	(305) 523-4992

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees. **NO verbal contact with District personnel related to this ITB is permitted,** except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5.** Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

1.5 CONE OF SILENCE

As stated within School Board Rule Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Proposals (RFP), Invitation to Bid (ITB), or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

A Cone of Silence shall be applicable to each ITB, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Rule Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the

purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: http://www.dadeschools.net/schoolboard/rules/

1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Yasmin Wong-Peraza, Procurement Analyst Procurement Management Services, at yperaza@dadeschools.net. Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the contract shall be for one year from the date The School Board of Miami-Dade County, Florida, defined as the Lessor, receives written notice from the awarded bidder, defined as the Lessee, that it has obtained all necessary licenses, certificates, permits, use approvals or other approvals, as required for the use of the demised premises by the local government or other governmental agencies, and same have been reviewed and approved by The School Board of Miami-Dade County, Florida ("Board"), and Lessee has satisfied all other pre-conditions of the lease agreement. The term of the resulting agreement shall be for a period of one (1) year, with two (2) successive extensions of one year each, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

1.9 BID SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **Three (3) bound copies of the original proposal.**
- **Three (3) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal**

specified in this ITB Timetable. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Yasmin Wong-Peraza, Director, Procurement
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3)**. Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a proposal by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable** (see **Section 1.3**). **Attendance is highly recommended but not mandatory.**

1.11 ADDITIONAL INFORMATION / AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Procurement Analyst for this ITB, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.3**). The request must contain the ITB number and title, Bidder's name, name of Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Procurement Analyst at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of <u>any</u> written communication or email <u>must</u> be sent to the Clerk of the School Board as fully described at **Section 1.5**.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this

ITB or in any written amendments to this ITB. Where there appears to be conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Procurement Analyst prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

Bidders who obtain copies of this ITB from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Bidder List for this particular ITB. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this ITB.

1.14 SMALL BUSINESS ENTERPRISE PROGRAM

Small Business Enterprise is not applicable to this ITB.

1.15 LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by statute as reflected in Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**.

PROCESS:

Invitation to Bids:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of its business license with its response.

The Board policy may be accessed at: http://www2.dadeschools.net/schoolboard/rules/

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITIATION

All proposals received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered.

1.18 ITB POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals or bids; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

1.19 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws,

ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail.

(a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see **Section 4.1**.

Section 2.3	Bidder Required Information
Section 3.0	Price Proposal
Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	School Board Policy 7520 (Leasing of School Board-Owned Property)
Exhibit 9	Draft Lease Agreement for Parking Facility at N.E. 14 Street and N.E. 2nd Avenue
Exhibit 10	Location Map of Parking Facility at N.E. 14 Street and N.E. 2nd Avenue and City of Miami Parking Surcharge Acknowledment and Certification

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 ($35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.23 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this ITB.

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

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 http://procurement.dadeschools.net/

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 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 of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6320. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Bidder may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools

1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

1.25 NOTICE OF AWARDS

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.
Awards become official upon the Board's formal approval of the award.

1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder shall 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 §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

1.27 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 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.

1.28 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the proposal 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 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.

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.

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM. The Status Verification System, also referred to as "E-verify", only applies to construction and professional services contracts using federal funds.

Each Offerer and each duly authorized person signing on behalf of any Offerer certifies as to its own entity, under penalty of perjury, that the named Offerer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.29 BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467,Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Bidder agrees that, if Bidder receives remuneration for services, Bidder and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board policies prior to providing services to The School Board of Miami-Dade County, Florida.

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

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

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name

or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

1.30 COMPLIANCE WITH SCHOOL CODE

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

1.31 CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity

determined to have engaged in violation of the restriction contained in this provision.

1.32 PUBLIC RECORDS LAW

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

1.33 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

1.34 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause or penalty upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions may apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage

completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

1.35 DEBARMENT

Pursuant to Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.36 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal 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.

1.37 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.

1.38 DAVIS-BACON ACT LABOR STANDARDS

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

1.39 INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees, members or officers ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Bidder's performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons employed or utilized by Bidder's performance of this Contract. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.40 DUTY TO DEFEND

Bidder 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 Bidder's performance under this Contract.

1.41 INSURANCE REQUIREMENTS (If Applicable)

Prior to commencement of work under the agreement, the Bidder shall obtain and maintain without interruption the insurance as outlined below. The Bidder agrees to furnish a fully completed certificate of insurance naming The School Board of Miami-Dade County, Florida as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: $ 1,000,000 Each Accident
$ 1,000,000 Disease - Policy Limit
$ 1,000,000 Disease - Each Employee

B. General/Garage Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Occurrence - Bodily Injury and Property

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the Board under this Contract or otherwise.
Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance.

1.42 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the bid and execution of all documentation relating to such award. As to all types of business organizations, please provide any and all documentation relating to its formation and legal standing, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names (s) and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.43 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

1.44 TESTING AND PRODUCT EVALUATIONS

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded vendor must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: http//materials.dadeschools.net.

1.45 CHARTER SCHOOLS

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

1.46 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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.

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 Commercial Anti-Discrimination, Diversity, and Inclusion. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

1.47 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit:

http://www.engagemiamidade.net/#!community-internships/c7pc

or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation.

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SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section, in the order listed, using the same numbering system.

2.1 GENERAL INFORMATION

The District is soliciting bids from qualified individuals and/or firms for the commercial leasing of the SBAB Parking Lot.

2.2 SCOPE OF SERVICES

M-DCPS is seeking bids from qualified firms and/or individuals for the commercial leasing of the Parking facility located at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, Florida 33132 ("SBAB Parking Lot").

The selected bidder will be awarded a one (1) year agreement, with two (1) one-year extensions, at the District's sole discretion. ***For purposes of this ITB, the bidder or successful bidder may also be referred to as the "Lessee".***

2.2.1 Scope of services:

A. The successful bidder shall have non-assigned and non-exclusive use of the SBAB Parking Lot, located at N.E. 14 Street 2 Avenue, Miami, Florida 33132, containing a total of approximately one hundred twenty-five (125) parking spaces (see Exhibit 10).

B. The successful bidder shall supervise the SBAB Parking Lot at all times during its period of use, and shall secure and lock all SBAB Parking Lot gates at the end of each daily period the successful bidder has use of the SBAB Parking Lot. The SBAB Parking Lot shall be attended at all times, at the successful bidder's sole cost and expense, by at least one uniformed parking attendant and, if necessary, by such additional personnel as may be required to comply with the terms of the lease agreement, and to maintain the SBAB Parking Lot safe and secure. If at any time during its period of use, the successful bidder closes the SBAB Parking Lot prior to the successful bidder's advertised hours of operation; the successful bidder may not discontinue on-site supervision of the SBAB Parking Lot if patron vehicles are parked within the SBAB Parking Lot .

C. The maximum available hours of use for the SBAB Parking Lot shall be:

Monday-Thursday	6:00 p.m. through 6:00 a.m.
Weekends	6:00 p.m. Friday through 6:00 a.m. Monday
Holidays	6:00 p.m. of previous day through 6:00 a.m. of the following day for those holidays observed by administrative offices of the School District (which may be different than school holidays, teacher planning days, etc.).

It is expressly understood that the above hours of use are the maximum authorized by

the Board. The successful bidder acknowledges and agrees that the hours of use may be further limited by the City of Miami or other jurisdictional entities, and it is the successful bidder's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to submittal of its bid.

D. Use of the Parking Lot shall be limited from time to time, in whole or in part, to accommodate School or District functions and special events, at the discretion of the School or District administration.

E. Use of the Parking Lot shall be limited to the provision of self-parking, valet parking, or combined self/valet parking services. The successful bidder **acknowledges and agrees that use of the Parking Lot for self, valet or combined self/valet purposes may be restricted or prohibited by the City of Miami or other jurisdictional entities, and it is the successful bidder's sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its bid.** Since the use of public school property by particular individuals, groups, organizations and business enterprises may not be in the best interest of the Board, the Board reserves the right to review any valet or combination self/valet parking arrangement offered, in order to insure compliance with Board Policies and rules. Should the successful bidder wish to enter into a contract to provide valet or combined self/valet parking services, the successful bidder shall submit a written request to the Board, and the Board, or designee, may, at its sole discretion, refuse permission to allow such an arrangement.

F. At time of bid submittal, the successful bidder must provide evidence of a minimum of three (3) years recent and verifiable experience by the specific entity with whom the Board would be leasing in the type of use for which the SBAB Parking Lot will be leased (e.g., if proposed use is for self-parking, evidence of a minimum of three (3) years recent and verifiable experience in self-parking must be presented). **Such evidence of experience must be in written or document form acceptable to the Board (e.g., licenses, agreements) and must be included with your bid at time of submittal.** The successful bidder's failure to provide this information may, at the Board's sole option, cause the successful bidder's bid to be deemed non- responsive.

G. The lease agreement between the parties must be executed by the successful bidder and returned to the Board within ten (10) business days after receipt from the Board. The successful bidder's failure to execute and return the lease agreement within the designated time period shall cause the successful bidder to be in default and may, at the Board's sole option, render the contract award to the successful bidder null and void.

H. The successful bidder shall have the sole responsibility for complying with local parking lot ordinances, securing applicable licenses, certificates, permits, use approvals, and/or other approvals through the City of Miami 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. The successful bidder shall not be authorized to operate or use or occupy the SBAB Parking Lot until the successful bidder has obtained all required licenses, certificates, permits, use approvals and/or other approvals and same have been reviewed and approved by the Board. Any repairs or improvements of the Parking Lots required as a pre-condition to licensing, including any repairs or improvements required by the City of Miami or other governmental or jurisdictional entities, shall be done at the successful bidder's sole cost and expense, with the Board's prior written approval.

I. Prior to commencement of the lease agreement, the successful bidder shall deliver to the Board proof of capacity to execute the lease agreement in a form acceptable to the Board and other such documentation, acceptable to the Board, evidencing the successful bidder's formation, existence, legal and good standing status and authority to execute and enter into the lease agreement.

J. If the successful bidder fails to secure all necessary government approvals within ninety (90) days of receipt of the lease agreement from the Board, or if, within said time period, the successful bidder fails to provide written notice to the Board indicating the status of the successful bidder's government approvals and providing a date, agreeable to the Board, by which such approvals will be obtained, the Board may, at its sole option, cancel the lease agreement with no compensation due to the successful bidder.

K. In addition to payment of rent to the Board, the successful bidder shall make the required parking surcharge payments each month in compliance with the City of Miami Ordinance 11813 ("Ordinance") and shall comply with all provisions of the Ordinance.

L. The minimum bid amount under this ITB shall be as follows:
    a. $60,000annually for the SBAB Parking Lot.

M. Additional required terms and conditions are contained in the attached draft lease agreement (see Exhibit 9).

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

In no more than FIVE (5) pages, the Bidder must include the following information within the submitted proposal:

1. The name of the legal entity or individual who is submitting the bid and with whom the Board would be leasing. Please note that the entity must have the legal status to enter into a binding agreement, and bidders shall furnish the necessary documentation, acceptable to the Board, certifying the entity's formation, existence, legal, and good standing status and authority to execute and enter into this agreement.

2. Proposed use (self-parking, or combined self/valet parking services).

3. Hours of use. ***The proposed days and hours of use shall not exceed the maximum allowable time periods outlined in Section 2.2.1 of this ITB***.

4. Annual rental amount offered. ***The annual rental amount for the initial one-year lease term shall be a minimum of $60,000.***

5. Evidence of a minimum of three (3) years recent and verifiable experience by the specific entity with whom the Board would be leasing in the type of use for which the SBAB Parking Lot Facilities will be leased (e.g., if proposed use is for self-parking, evidence of a minimum of three (3) years recent and verifiable experience in self-parking must be presented). Please note that such evidence of experience must be in written or document form acceptable to the Board (e.g., licenses, agreements) and must be included with your bid at time of submittal. The bidder's failure to provide this information may, at the Board's sole option, cause Lessee's bid to be deemed unqualified and non-responsive.

Company/ Location	Experience in	Length of time	Contact/ Phone #

(Please attach evidence of experience)

6. A minimum of three (3) signed original verifiable reference letters for the specific entity with whom the Board would be leasing in the specific type of use being leased for. **Such reference letters shall be no more than six (6) months old, and include contact information for the individual signing the letter.**

   Reference/Contact/Phone #

(1) _____

(2) _____

(3) _____

(Please attach 3 signed reference letters and provide contact information for individuals signing letters) (Use additional sheets as necessary)

7. Acknowledgment and agreement to all terms and conditions contained in the draft lease agreement for the SBAB Parking Lot Facility.

SECTION 3.0 - PRICE PROPOSAL

[Signature is required at the end of this Section 3.0]

Bidder must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITB.

The fees quoted are to include all travel and living expenses for the solution proposed*.* The Total Fees proposed will be firm and fixed for the life of the contract, a period of one year, with two (2) one year contract extensions.

Please note, prices are requested in units of quantity specified in the Bid's Scope of Work. In case of discrepancy in computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B ("Free on Board") destination, freight prepaid (bidder pays 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 the Bid Proposal and there received by the designated agent of the Board.

Furthermore, the Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

The Bidder shall offer <u>all</u> of the elements of this ITB and meeting <u>all</u> service requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this ITB. Similarly, all expenses such as, but not limited to travel, lodging and meals associated with delivery of the services contemplated by this ITB shall also be included in the total price.

The information in this ITB is to be utilized solely for preparing the proposal response to this ITB and does not constitute a commitment by the District to procure any product in any volume.

The minimum bid amount for the SBAB Parking Lot Facility is Sixty Thousand Dollars and 00/100 ($60,000) annually for the initial one-year lease term.

For this Section 3.1 - Price Proposal:

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

a. Complete, sign and submit the Price Proposal with your bid submittal packet.
b. Use of pencil is prohibited.
c. Do not erase or use correction fluid to correct an error.
d. All changes must be crossed out and initialed in ink.
e. Use additional sheets if necessary to complete information requested below, and attach to this Price Proposal.
f. Write N/A if not applicable.
g. Incomplete information may render the bid non-responsive.

Complete Legal Name of Bidder	**Name of Parking Facility**	**The Proposed Use of the Parking Lot (e.g., self-parking or combined self-valet parking)**	**Proposed days and of use**	**Annual Rental Amount proposed for the initial one-year term of the lease agreement**
Note: For purposes of this Solicitation, the term "Bidder" shall mean the legal entity that, upon contract award, will be the party entering into and executing a lease agreement with the School Board for the commercial leasing of the Parking Lot.		Note: Combined self-valet parking are subject to School Board approval	Note: The proposed days and hours of use shall not exceed the maximum allowable time periods outlined in Section 2.2.1 of the ITB	Minimum of $60,000 annually for SBAB Parking Lot
				$ _____

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3.2. Acknowledgement and Agreement by Bidder:

By signing below, Bidder (1) acknowledges that Bidder has read the draft non-exclusive lease agreement attached as Exhibit 9 of the ITB, and agrees to all the terms and conditions as set forth therein, (2) confirms Bidder's compliance or agreement to comply with all terms of the ITB, (3) affirms that the party signing below is authorized to do so on behalf of the Bidder, and (4) certifies and confirms that the information contained in this Price Proposal is true and correct.

_____ _____

Signature of Bidder's Authorized Representative *Title*

_____ _____

Printed Name *Date*

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SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This Section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders are instructed to indicate a response to ALL requirements and specifications contained in this Section, in the order listed, using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the ITB, may cause the bid to be deemed non-responsive and ineligible for award.

4.1. CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

   Exhibit 1 found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

   The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

   Provide a brief summary of no more than two (2) pages, describing the basic services offered, experience and qualifications of the Bidder, staff and any other relevant information. The Executive Summary must also include the information required to be submitted by the bidder under **Section 2.3** of this ITB (**i.e., Items 1-7 of Section 2.3**).

4) Technical Qualifications

   Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in the response to that item. The Bidder must respond to

ALL Requirements, in the order listed, in **Section 2.0** of this ITB, using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel
Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumés of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

6) Price Proposal

The Price Proposal, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0.**

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	School Board Policy 7520 (Leasing of School Board Owned Property)
Exhibit 9	Draft Lease Agreement for Parking Facility at N.E. 14 Street and N.E. 2nd Avenue
Exhibit 10	Location Map of Parking Facility at N.E. 14 Street and N.E. 2nd Avenue and City of Miami Parking Surcharge Acknowledment and Certification

4.2. PROPOSAL PREPARATION REQUIREMENT

(1) **All ITB Bidders must submit one (1) unbound, one-sided original with all attachments and original signatures, three (3) bound copies of the original proposal, and three (3) electronic versions on CD or memory stick.** See Section 1.9.

(2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Bidder's contact information.

(3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and telephone number on the left upper side of mailing label. The ITB title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

SEALED PROPOSAL ENCLOSED
(To be opened by the Contact Person noted below)

Bidder's Name:
Bidder's Address:
Bidder's Telephone Number:

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn.: Yasmin Wong-Peraza
Director, Procurement
Procurement Management Services
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

ITB No.: 15-91-YWP
ITB Title: Commercial Leasing of Paved Parking Facilities
Proposal Due Date: Tuesday, July 26, 2016, by 2 p.m. EST (local time)

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE ITB PROCESS

(a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing located on the District's website at www.procurement.dadeschools.net.

(b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive ITB process.

5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate and rank all responsive and responsible Bids based on the criteria listed herein, specifically Section 2 and Section 3. The contract will be awarded to the bidder meeting all listed criteria and offering the highest annual rental rate, pursuant to Board Policy 7520 – Leasing of School Board-Owned Property. Failure to provide all necessary information to determine if criteria ""1" through "7" under Section 2.3 of this ITB have been met may cause the bid to be deemed non-responsive and ineligible for award.

Any person or entity, which at the time of bid submittal, is in arrears or default regarding any obligation to The School Board of Miami-Dade County, Florida, shall be ineligible for award.

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

The Board reserves the right to award the contract to the bidder meeting all listed criteria and offering the next highest annual rental rate in the event the District is unable to consummate a lease agreement with the highest bidder.

5.3 PRICE

A completed price proposal under this ITB must be submitted by Bidders at the time of proposal submission with its proposal package. See **Section 3.0 – PRICE PROPOSAL**

5.4 AWARD

All bids will be evaluated to determine if criteria "1" through "7" under Section 2.3 of this ITB have been met. All bids meeting criteria "1" through "7" and all other requirements of this ITB will be deemed qualified and will be ranked bases solely on the annual rental amount offered Contract award shall be made to the highest responsive and responsible Bidder whose proposal is determined to meet all of the criteria of this ITB, and whose preferred the highest annual rental amount. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Procurement Analyst to the School Board.

In this ITB Process, the award decision will be made by the School Board, whose decision shall be final.

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SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	School Board Policy 7520 (Leasing of School Board-Owned Property)
Exhibit 9	Draft Lease Agreement for Parking Facilities at N.E. 14 Street and N.E. 2nd Avenue
Exhibit 10	Location Map of Parking Facility at N.E. 14 Street and N.E. 2nd Avenue and City of Miami Parking Surcharge Acknowledgment and Certification

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Exhibit 1
Cover Page for Proposal

BIDDER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(_____) _____	(_____) _____	_____ _____

BIDDER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____Partnership ____Proprietorship ____Joint Venture

____ Limited Liability Company Other (Explain): _____

IF CORPORATION,
Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

BIDDER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Exhibit 2
ACKNOWLEDGEMENT OF AMENDMENTS

I**nstructions:** Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 3

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____
		Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(Specify)*: _____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its ☐ headquarters, ☐ manufacturing facility, or ☐ locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. **Mark applicable box and attach support document(s).**
- To be considered for local preference, **a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.**
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

FM-7138 Rev. (03-13)

Exhibit 4
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July l, 1989.

All Bidders must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.

Bid or Contract No._____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF_____
COUNTY OF_____

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business addresses of_____ (name of bidder or contractor) is_____.

2. My relationship to _____(name of bidder or contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity as defined in Section 287.133 of the Florida Statues includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contender.

5. I understand that “affiliate” is defined by the statute to mean (l) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

_____

Affiant’s Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Exhibit 5
BIDDER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder / Sub Bidder and the client.

Prime Bidder/Sub Bidder:

_____

Client Name:

_____

Address:

_____

Client Contact name:

_____

Title:

_____

Phone number:

_____

Email:

_____

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Exhibit 6
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with the School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Bidder does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR

BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION:_____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED_____

TITLE: _____

Exhibit 7

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, Bidders, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Bidders are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Policy 6460, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

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

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No ☐ Yes ☐ If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name:_____ •		
Name:_____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

Exhibit 8
School Board Policy 7520
(Leasing of School Board-Owned Property)

The School Board of Miami-Dade County
Bylaws & Policies

Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the Bylaws and Policies of the Miami-Dade County Public Schools were adopted on May 11, 2011 and were in effect beginning July 1, 2011.

7520 - LEASING OF SCHOOL BOARD-OWNED PROPERTY

Leasing School Board-Owned Parking Areas to Commercial Enterprises:

A. When deemed appropriate by staff, notice will be sent to all interested commercial enterprises regarding the District's intent to receive bids for the leasing of Board-owned parking facilities. This notice shall contain:

1. relevant information regarding the parking facility in question;
2. a copy of the proposed lease agreement containing required terms and conditions;
3. specific criteria upon which selection will be recommended;
4. date, time and location of a pre-bid conference for interested vendors to discuss specific selection criteria and procedures;
5. date, time and location for submittal of bids;
6. date, time and location of openings of bids.

B. A conference shall be held for all interested commercial enterprises prior to accepting bids for a specific parking facility, which all interested commercial enterprises may attend at their option. 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.

C. Specific criteria upon which selection will be recommended shall be as follows:

1. acknowledged agreement to terms and conditions contained in the proposed lease agreement;
2. minimum of three (3) years recent and verifiable experience in area for which the parking facility will be leased (e.g., operating a self-park lot);
3. three (3) signed original verifiable existing references, not more than six (6) months old, in the specific field being leased; and
4. annual rental amount offered.

D. Bids shall be opened in a public forum, which all interested commercial enterprises may attend. The Board shall consider bids from all responsive and responsible bidders who meet the requirements outlined in items C1-3 above, and who have proffered an annual rental amount. All such responsive and responsible bids meeting criteria C1-3 will be deemed qualified and will be ranked based solely on the rental amount offered.

E. References and experience of the highest responsive and responsible bidder shall be verified. If references and/or experience are not acceptable or not verifiable, the highest responsive and responsible bidder shall be deemed non-responsive, and the verification process shall be re-initiated for the next highest responsive and responsible bidder. This process shall continue until an appropriate vendor is determined or the list of qualified bids has been exhausted. Notwithstanding, the Board reserves the right to reject any or all bids, to waive irregularities or technicalities, or to request rebids.

F. Any person or entity, which at time of bid submittal, is in arrears or default regarding any obligation to the Board, shall be ineligible for award.

Interim Use of School Facilities

School facilities which are currently unused or under-utilized for educational purposes may be made available for use by government agencies or qualified nonprofit community organizations engaged in providing social services. These facilities shall

be available for short term interim use only, pending their final disposition.

Short term interim use of such school facilities shall be through a lease agreement with the Board. The terms and conditions of the lease agreement shall comply with terms and conditions acceptable to the Board. Where applicable, the lease agreement shall assure that all maintenance, utility and other operating expenses are the responsibility of the entity using the facility.

A. Upon written approval of the Superintendent, the tenant may assign space within the facility to other governmental or qualified nonprofit organizations who shall be subject to the terms and conditions of the underlying lease agreement. Any such assignment document shall also be subject to review by the Board Attorney's Office.

B. Upon written approval of the Chief Facilities Officer, Office of School Facilities or designee, the tenant may make alterations to the facility at the tenant's expense, provided the plans for such alterations comply with School District design criteria and have been approved in writing by the Chief Facilities Officer, Office of School Facilities or designee.

EXHIBIT 9
SBAB Parking Facilities
NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT (the "**Agreement**"), is made and entered into this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**LESSOR**"), and _____ (hereinafter referred to as the "**LESSEE**"). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

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, Miami-Dade County Public Schools (the "**District**") issued Invitation to Bid No. ITB-15-91-YWP ("**ITB**") for the commercial leasing of the parking facilities owned by the LESSOR, located at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, Florida; and

WHEREAS, LESSEE submitted a response to the ITB dated _____, 2016 ("**Proposal**"), and was deemed the successful bidder pursuant to the terms of the ITB; and

WHEREAS, all terms and conditions of the ITB, as well as the representations contained in LESSEE'S Proposal, are incorporated herein by reference; and

WHEREAS, The School Board of Miami-Dade County, Florida, in accordance with Board Action No. _____, at its meeting of _____, 2016, awarded the ITB to LESSEE to allow LESSEE to use and occupy the DEMISED PREMISES, as defined below, for commercial parking purposes, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the Sum of Ten and No/100 Dollars ($10.00), the restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR does hereby lease to the LESSEE the following described property, as more

particularly depicted in **Exhibit "A"** attached hereto and made a part hereof (the "**DEMISED PREMISES**"):

Non-assigned and non-exclusive use of the parking facilities at the corner of N.E. 14 Street and N.E. 2 Avenue, as further described by folio numbers 01-3136-014-0020 and 01-3136-014-0010, containing a total of approximately one hundred twenty-five (125) parking spaces.

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

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

TERM

LESSEE must execute and return this Agreement within ten (10) business days of its receipt from LESSOR. LESSEE'S failure to execute and return the Agreement within the designated time period shall cause LESSEE to be in default, and may, at LESSOR'S sole option, render the contract award to LESSEE null and void.

The term of this Agreement shall be for a period of one (1) year commencing upon LESSEE obtaining all necessary licenses, permits, use approvals or other approvals as required for the use of the DEMISED PREMISES by the local government or other governmental agencies pursuant to paragraph IX of this Agreement. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, permits, certificates, use approvals and/or other approvals and same have been provided to and approved by LESSOR. This Agreement shall commence _____, 20___ (the "**Commencement Date**"), and shall end _____, 20___. The LESSOR shall provide LESSEE with written notice indicating the Commencement Date of this Agreement, which shall occur on the date that LESSEE fulfills, to the LESSOR'S satisfaction, all pre-conditions of the Agreement, including, without limitation, obtaining all necessary licenses, certificates, permits, use approvals or other approvals as required for the use of the DEMISED PREMISES by the local government or other governmental agencies. The Commencement Date shall also be defined as the **Effective Date** hereof.

III.

RENTAL RATE

The total annual rental rate shall be $_____, payable to LESSOR in twelve (12) monthly installments of $_____, with the first payment due and payable on the Commencement Date of the Agreement, and on the first day of each month thereafter without demand.

If LESSEE fails to pay rent on or before the rental due date, LESSEE shall be required to pay a late fee to LESSOR at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus two (2) percent, in addition to the past due rent amount. Failure of LESSEE to make timely payments and/or pay the late fee shall constitute a default whereby the LESSOR, irrespective of Article XXV of this Agreement, may immediately terminate this Agreement.

All payments shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

Miami-Dade County Public Schools
Planning, Design & Sustainability
Attention: Executive Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

IV.

CITY OF MIAMI PARKING SURCHARGE

In addition to payment of rent to LESSOR, LESSEE shall make the required parking surcharge payments each month in compliance with the provisions of the City of Miami Ordinance 11813, as it may be amended ("**Parking Surcharge Ordinance**"), and shall comply with all provisions of the Parking Surcharge Ordinance, including, without limitation, submitting all documentation required by the Parking Surcharge Ordinance. In addition, LESSEE shall submit to LESSOR, on the first day of each month, an original City of Miami Parking Surcharge Payment Acknowledgement and Certification signed by LESSEE ("**Surcharge Payment Certification**"), in conformance with **Exhibit "B"** attached hereto and made a part hereof, certifying that LESSEE has made the required Parking Surcharge payment for the previous month, as required under the Parking

Surcharge Ordinance. LESSEE shall also submit each month to LESSOR a copy of the Parking Surcharge payment check, together with the signed Surcharge Payment Certification as described above. LESSEE'S failure to comply with the Parking Surcharge Ordinance shall cause LESSEE to be in default, and LESSOR may, at its sole option, terminate this Agreement, which termination shall be effective on the date stipulated by LESSOR.

V.

USE OF DEMISED PREMISES

LESSEE shall have non-exclusive use of the DEMISED PREMISES for the purpose of providing commercial parking services and for no other purpose. LESSEE covenants and agrees to accept the DEMISED PREMISES in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, and LESSOR 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 LESSEE'S operations or any specific use. LESSEE, by executing this Agreement, acknowledges that LESSOR has made no representations whatsoever regarding the DEMISED PREMISES. LESSEE represents that it is relying and will continue to rely solely on LESSEE'S own investigations in its decision to lease the DEMISED PREMISES, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the DEMISED PREMISES. The provisions of this paragraph shall survive the expiration, or early termination or cancellation of this Agreement.

Should the LESSEE wish to enter into a contract to provide valet or combined self/valet parking services, the LESSEE shall submit a written request to LESSOR and LESSOR, or its designee, shall review any valet or combined self/valet parking arrangement the LESSEE may offer in order to assure compliance with School Board Policies and rules. Where a valet or combined self/valet parking arrangement, in LESSOR'S sole discretion, is deemed not to be in the best interest of the District, the LESSOR, or its designee, may refuse, without cause, permission to allow valet or combined self/valet parking on the DEMISED PREMISES. LESSEE acknowledges and agrees that use of the parking lot for self, valet or combined self/valet parking services may be restricted or prohibited by the City of Miami or other jurisdictional entities, and it

is LESSEE'S sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its bid. 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 observed by the LESSOR. The hours available to the LESSEE for the operation of the DEMISED PREMISES shall be:

Monday-Thursday	6:00 p.m. through 6:00 a.m.
Weekends	6:00 p.m. Friday through 6:00 a.m. Monday
Holidays	6:00 p.m. of previous day through 6:00 a.m. of the following day for those holidays observed by the administrative offices of the District (which may be different than school holidays, teacher planning days, etc.)

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

On all days that District administrative officers are open, LESSEE shall vacate the DEMISED PREMISES by 6:00 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 District Administrator as to size and placement and in full compliance with municipal signage ordinances, if applicable. LESSEE may contract directly with a towing company for removal of unauthorized vehicles from the DEMISED PREMISES during LESSEE'S period of use. In such event, LESSEE shall provide a copy of such contract to the LESSOR, and agrees to indemnify and hold harmless the LESSOR, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract. Similarly, LESSEE shall cause the towing company to indemnify and hold harmless the LESSOR, its employees and representatives, from any and all liability,

damages and claims relating to such towing or towing contract. The LESSEE agrees, at LESSEE'S own cost and expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from or incidental to the LESSEE'S performance under this Agreement or under the towing contract.

Any vehicles remaining on the DEMISED PREMISES after 6:00 a.m. 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 all gates 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 District Administrator and shall be suspended in the event the District requires the use of the DEMISED PREMISES for any reason during the above-mentioned hours of operation, and at no time may LESSEE'S use of the DEMISED PREMISES disrupt or interfere with District staff use of the DEMISED PREMISES for School Board meetings or other special events. Employees of LESSOR who are parked within the DEMISED PREMISES at the time LESSEE'S period of use begins may continue to do so without charge or penalty.

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

In the event LESSOR requires use, on an interim basis, of portions of the DEMISED PREMISES due to construction at the DEMISED PREMISES or other related District purposes, the Parties agree that the number of parking spaces within the DEMISED PREMISES available for LESSEE'S use may be reduced, for a prescribed period of time, with a corresponding reduction in rent. In such event, LESSOR shall provide written notice to LESSEE identifying the number and location of the parking spaces unavailable for LESSEE'S use, and advising of the effective date of the parking space and rent reduction. The number of parking spaces, location and duration of need may be modified from time to time by the LESSOR, at the LESSOR'S sole discretion, as

the project progresses. The monthly rent paid by LESSEE at the time of such parking space reduction shall be reduced in proportion to the number of parking spaces made unavailable for use by LESSEE during the period of reduction. LESSOR shall provide written notice to LESSEE advising that the identified parking spaces within the DEMISED PREMISES are again available for use by LESSEE, and the rental amount paid by LESSEE shall increase to the rental rate for use of the entire DEMISED PREMISES then in effect.

VI.

SUPERVISION

LESSEE shall supervise the DEMISED PREMISES at all times during its period of use. The DEMISED PREMISES shall be attended at all times, at LESSEE'S sole cost and expense, by at least one uniformed parking attendant, and if necessary, by such additional personnel as may be required to comply with the terms of this Agreement, and to maintain the DEMISED PRMISES safe and secure. In addition, LESSEE shall secure and lock the entrance gates of the DEMISED PREMISES at the end of each daily period of use. If at any time during its period of use LESSEE closes the DEMISED PREMISES prior to LESSEE'S advertised hours of operation, LESSEE may not discontinue on-site supervision of the DEMISED PREMISES if patron vehicles are parked within the DEMISED PREMISES. LESSEE shall not permit loitering or assembly by any persons within the DEMISED PREMISES, and shall comply with all applicable laws, including without limitation, applicable School Board Policies.

VII.

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.

VIII.

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 assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at LESSOR'S sole option, in the in the automatic termination of this Agreement, irrespective of Article XXV of this Agreement.

IX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

LESSEE and LESSOR shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, Federal, State and Local Governments, the Americans with Disabilities Act, the Florida Building Code and the Jessica Lunsford Act, as the same may be further amended from time to time, and to the extent required by applicable law and/or this Agreement.

It is expressly agreed that LESSEE shall obtain all necessary licenses, certificates, permits, use approvals 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, certificates, permits, use approvals and other approvals are obtained and same have been reviewed and approved by LESSOR. LESSEE further agrees that all costs for or associated with complying with local parking lot ordinances, securing licenses, permits, certificates, 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, certificates, use approvals and other approvals as required by the local government or other governmental agencies within ninety (90) days of LESSEE'S

receipt of the Agreement from LESSOR, or if, within said time period, LESSEE fails to provide written notice to LESSOR indicating the status of LESSEE'S licenses, permits, certificates, and approvals and providing a date, agreeable to LESSOR, by which such licenses, permits, certificates and approvals will be obtained, LESSOR may, at its sole option, terminate this Agreement with no compensation due to LESSEE.

X.

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 District's needs and repair of facilities damaged due to vandalism or graffiti. Maintenance and cleaning of the DEMISED PREMISES, including litter pick-up and removal, shall be performed by the LESSEE at the end of each daily period the LESSEE has use of the DEMISED PREMISES. Any repairs or improvements of the DEMISED PREMISES required as pre-conditions to licensing, including without limitation, landscaping, pavement repairs, striping parking stalls and curbs, curb repairs, installing signage, and any other reasonable repairs or improvements required by the City of Miami or other governmental or jurisdictional entities, shall be done only with LESSOR'S prior approval, and at LESSEE'S sole cost and expense.

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 XXVI(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.

XI.

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.

XII.

INDEMNIFICATION AND HOLD HARMLESS

LESSEE does hereby agree to indemnify, defend and hold harmless LESSOR, its members, officers and employees, from and against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature, including, but not by way of limitation, claims for property parked or stored on the premises, liabilities, damages, losses, claims and causes of action, fees, costs, including attorney's fees and court costs, which may arise from or in connection with LESSEE'S use of the DEMISED PREMISES, whether vacant or occupied, or for any and all claims, causes of actions, losses, liabilities or damages arising from or in connection with this Agreement. This provision shall survive expiration or early termination or cancellation of this Agreement.

XIII.

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 in, on or about the DEMISED PREMISES, of any nature whatsoever, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents, representatives or employees, to the limits of Section 768.28, Florida Statutes, as same may be amended from time to time. Without limiting the foregoing, LESSOR shall have no responsibility or liability whatsoever for any loss or damage to any of the improvements or to LESSEE'S fixtures, equipment or other property, if any, or those of any person claiming through the LESSEE, if any, real or personal on, in or about the DEMISED PREMISES. This provision shall survive the expiration, cancellation or early termination of this Agreement.

XIV.

INSURANCE

The LESSEE shall, on or before the Commencement Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: $ 1,000,000 Each Accident
$ 1,000,000 Disease - Policy Limit
$ 1,000,000 Disease - Each Employee

B. General/Garage Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Occurrence - Bodily Injury and Property

"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 except

Workers' Compensation Insurance. Proof of coverage shall be provided to the LESSOR on an original certificate(s) of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate(s) of insurance shall be delivered to the LESSOR on or before the Commencement Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the LESSEE shall furnish the LESSOR evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

XV.

DAMAGE OR DESTRUCTION

Other than damage or destruction caused by LESSEE, 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 intended, LESSOR may, at LESSOR'S sole option, either cancel this Agreement by giving written notice to the LESSEE, or repair the damaged/destroyed facilities, at LESSOR'S expense. If LESSOR opts to repair or replace the damaged/destroyed facilities, then LESSOR shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of such damage or destruction, or other reasonable time period as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSEE may, at its sole option, cancel this Agreement by giving written notice to the LESSOR.

LESSOR and LESSEE agree that in the event of cancellation of the Agreement due to damage and destruction, LESSEE shall surrender the DEMISED PREMISES to LESSOR in compliance with Article XX of this Agreement.

Any damage or destruction sustained to the DEMISED PREMISES as a result of LESSEE'S actions shall be repaired by LESSEE at LESSEE'S sole cost and expense.

XVI.

CANCELLATION

LESSOR shall have the right to cancel this Agreement at any time, without cause or penalty, by giving the LESSEE written notice at least thirty (30) days prior to the effective date of said cancellation.

XVII.

EXTENSION OF TERM

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

XVIII.

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 interference by LESSOR.

XIX.

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.

XX.

SURRENDER OF PREMISES

LESSEE agrees to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES 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, 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 be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the DEMISED PREMISES, including, without limitation, any signage installed by LESSEE. LESSEE shall promptly return all keys and other items to LESSOR and shall coordinate with LESSOR to ensure a proper and timely surrender of the DEMISED PREMISES. Any of LESSEE'S personal property not removed within ten (10) days after the expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

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.

XXII.

CONSTRUCTION OF AGREEMENT

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

XXIII.

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 Agreement provisions ambiguous or a nullity.

XXIV.

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.

XXV.

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 thirty (30) days of receipt of written notice, LESSOR shall have the right to terminate this Agreement, which termination will be effective immediately and without further notice. Upon said termination, LESSOR shall have the right to enter and take immediate possession of the DEMISED PREMISES.

XXVI.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail, to the following addresses, or as the same may be changed 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
Fax: 305-995-1488

With copies to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Executive Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
Email: mlevine@dadeschools.net

AND

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to LESSEE:

_____
_____
_____
Attn: _____
Fax: _____
E-mail: _____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the LESSOR to grant or deny any and all approvals required by this Agreement dealing with hours of operation, location and availability of parking spaces, temporary reduction of parking spaces with corresponding reduction in rent, use of the DEMISED PREMISES during LESSEE'S period of use, or any other operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to grant or deny any approvals required by this Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the LESSEE in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

E. Prior to commencement of this Agreement, LESSEE shall deliver to LESSOR proof of capacity to execute this Agreement in form acceptable to LESSOR and other such documentation, acceptable to LESSOR, evidencing LESSEE'S

formation, existence, legal and good standing status and authority to execute and enter into this Agreement.

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

G. In the event an incident takes place within the DEMISED PREMISES during LESSEE'S period of use, LESSEE shall contact the Miami-Dade School Police Department to report same, and advise the responsible District Administrator, in writing, at the beginning of the next business day.

H. LESSEE represents and warrants that during the term of this Agreement, or any extension thereof, it will not use or employ the DEMISED PREMISES to handle, transport, store or dispose of any hazardous materials, or conducting activities on the DEMISED PREMISES in violation of any applicable Federal, State or local environmental laws or regulations.

XXVII.

NON-DISCRIMINATION

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

XXVIII.

LEGAL FEES AND COURT COSTS

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

XXIX.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases and to all financing that may now or hereafter affect the leases or the DEMISED PREMISES, 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, LESSEE shall execute promptly any certificate that LESSOR may request.

XXX.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. 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 LESSOR 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. LESSEE shall keep records to show its compliance with this Agreement. In addition, LESSEE'S contractors and subcontractors must make available, upon LESSOR'S request, any books, documents, papers and records which are directly pertinent to this specific 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 at the DEMISED PREMISES; and (b)

LESSEE shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement.

The LESSEE shall incorporate this provision into every contract that it enters into relating to the DEMISED PREMISES.

XXXI.

TAXES AND REGULATORY COMPLIANCE

LESSEE shall be responsible for collection and payment of any taxes, fees or other assessments, including, but not limited to sales tax and ad valorem taxes, all licenses, permits or other taxes which may be imposed on the DEMISED PREMISES as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the DEMISED PREMISES, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at LESSEE'S sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

XXXII.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or 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 Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED PREMISES, or arising from LESSEE'S use or occupancy of the DEMISED PREMISES, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs

during the term, at or from the DEMISED PREMISES (unless caused solely by LESSOR), or that arises at any time from LESSEE'S use or occupancy of the DEMISED PREMISES.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED PREMISES or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES, or the transportation to or from the DEMISED PREMISES of any Hazardous Substance.

LESSEE shall, at LESSEE'S expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES. LESSEE shall, at LESSEE'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the DEMISED PREMISES, then LESSEE shall, at LESSEE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. LESSEE shall promptly notify LESSOR of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED PREMISES, and shall promptly provide LESSOR with all information reasonably requested by LESSOR regarding LESSEE'S use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED PREMISES.

LESSEE shall indemnify LESSOR against any Hazardous Substances Discharge demonstrated to have been caused by LESSEE. The obligations and liability of LESSEE under this paragraph shall survive the expiration, cancellation or termination of this Agreement.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

Other than LESSEE'S use of the DEMISED PREMISES for parking purposes as provided in this Agreement, LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with LESSOR'S

Policies, relating to the DEMISED PREMISES, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the DEMISED PREMISES.

XXXIV.

LESSEE'S REPRESENTATIONS

LESSEE is duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified to transact business in the State of Florida. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement.

LESSEE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by LESSEE of its obligations under this Agreement, have been duly authorized by all necessary action of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Articles of Incorporation and By-Laws, or any other agreement binding on LESSEE. The individual(s) executing this Agreement on behalf of LESSEE has/have full authority to do so.

XXXV.

INTELLECTUAL PROPERTY RIGHTS

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If LESSEE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

XXXVI.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If the DEMISED PREMISES or any part of the DEMISED PREMISES are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Rent will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.

C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

E. WAIVER OF TRIAL BY JURY: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either party against the other with respect to any matter arising under this Agreement or LESSEE'S use or occupation of the DEMISED PREMISES.

F. BROKERS: LESSEE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

G. PROMOTION: Other than activities undertaken to promote LESSEE'S operations, LESSEE shall not be permitted to use the DEMISED PREMISES for

any type of promotion or advertising of any nature whatsoever.

H. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.

I. DUTY TO DEFEND: As it relates to Article XII of this Agreement ("**Indemnification**"), LESSEE shall have a duty, at LESSEE'S own expense, and upon written request by the LESSOR, to defend any suit, action or demand, of whatever nature whatsoever, brought against LESSOR on any claim or demand arising out of, resulting from or incidental to LESSEE'S performance under this Agreement; and for any and all claims against LESSOR by third parties arising from this Agreement. This provision shall survive the expiration, cancellation or early termination of this Agreement.

J. TAX-EXEMPT STATUS: In addition to the provisions of Article XXXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the LESSEE, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a default under this Agreement, and may result, at the LESSOR'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XXV of this Agreement. Payment of any taxes so imposed shall be remitted to the LESSOR within ten (10) days of receipt of notice, without demand.

XXXVII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto or to be attached pursuant to this Agreement, the Solicitation and related documentation, and all representations contained in LESSEE'S Proposal constitute the entire agreement between the Parties

and supersedes all previous negotiations, and it may be modified only by a written amendment mutually agreed to by the Parties. In the event of a conflict between this Agreement, the Solicitation, and the Proposal, the order of precedence shall be: this Agreement; the Solicitation; LESSEE'S Proposal.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

WITNESSES AS TO LESSOR:

_____
Print Name:_____

_____
Print Name:_____

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

By:_____
Alberto M. Carvalho
Superintendent of Schools
Date:_____

TO THE LESSOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board Attorney
Date: _____

RECOMMENDED:

_____
Jaime G. Torrens
Chief Facilities Officer
Date: _____

TO THE LESSOR: APPROVED AS TO RISK MANAGEMENT ISSUES:

_____
Office of Risk and Benefits Management
Date: _____

TO THE LESSOR: APPROVED AS TO FINANCIAL SUFFICIENCY:

_____
Leonardo Fernandez
Treasurer

Date: _____

WITNESSES AS TO LESSEE:

_____
Print Name:_____

_____
Print Name:_____

LESSEE:

_____

By:_____
Name:_____
Title:_____
Date:_____

Exhibit 10
Location Map

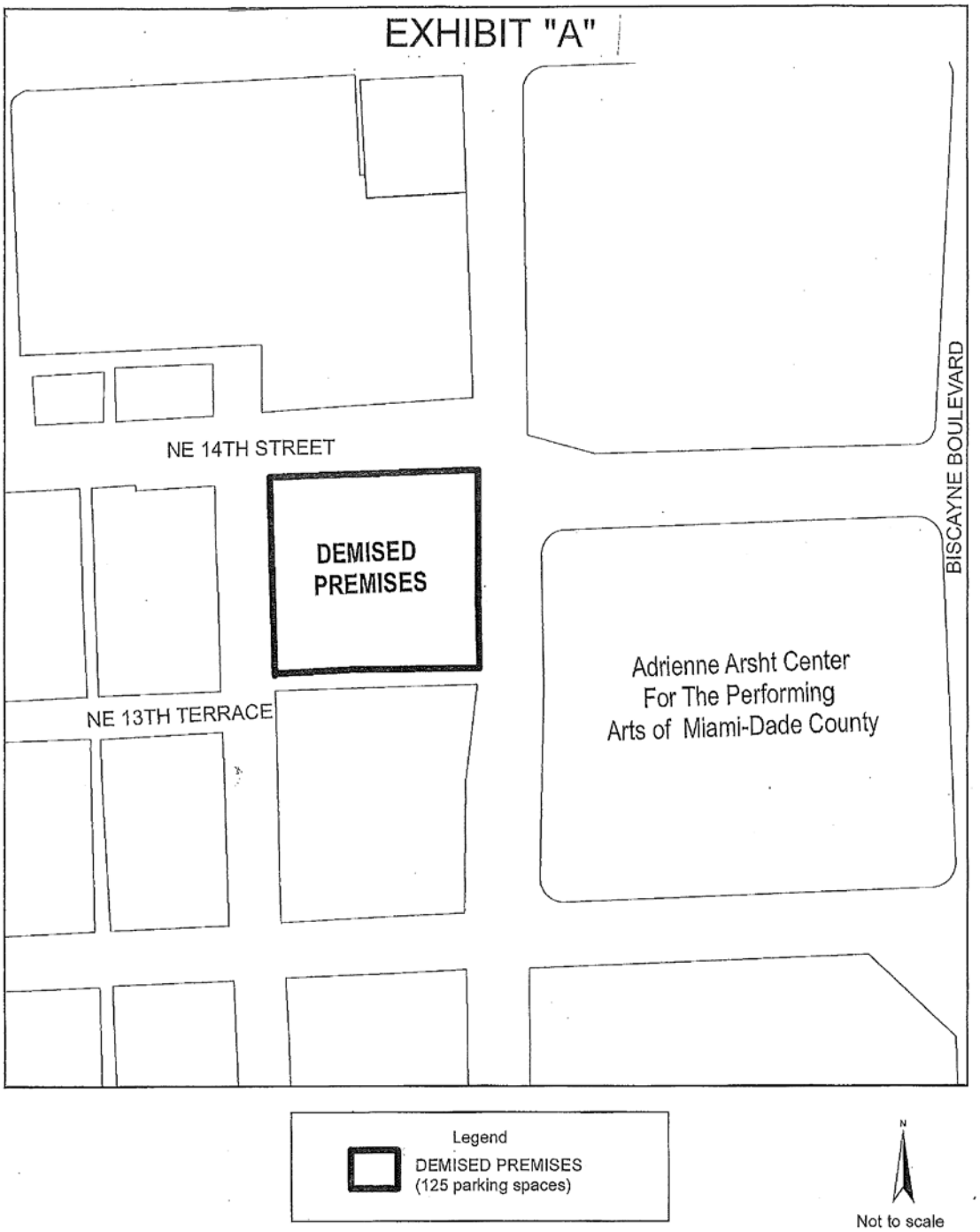

Exhibit "B"

City of Miami Parking Surcharge

Payment Acknowledgement and Certification

I,_____, as President of_____, the Lessee in that certain Lease Agreement by and between The School Board of Miami-Dade County, Florida, as Lessor, and _____, as Lessee, dated _____, 20___, for commercial use of Lessor's parking lot located at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, FL, hereby certify and acknowledge that Lessee has timely and properly made the required City of Miami Parking Surcharge payment for the month of_, 20__, to the Complete Consulting Services Group, LLC, or its successor, as required pursuant to City of Miami Ordinance 11813, as it may be amended from time to time, and in full compliance with Article IV of the above-described Lease Agreement.

Under penalty of perjury, as President of _____, Lessee, and on behalf of said Lessee, certifies and affirms that the foregoing facts contained in this Payment Acknowledgement and Certification are true and correct.

Acknowledged and certified by:
LESSEE:

_____

Sign Name:_____
Print Name:_____
Title:_____ Date: _____