



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID**

SEALED BID NO: ITB-18-017-AC

TITLE: Commercial Leasing of Paved-Parking Facilities at Coconut Grove Elementary School

DESCRIPTION: The purpose of this bid is to solicit bids from qualified individuals and/or firms for the commercial leasing of the parking facilities located at Coconut Grove Elementary School, at 3351 Matilda Street, Miami, FL 33133.

TERMS: One (1) year initial term, with two (2) one (1) year options to renew.

ITB RELEASE DATE: Friday, November 30, 2018

PRE-BIDDERS CONFERENCE DATE/TIME: Tuesday, December 11, 2018, at 10 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, December 12, 2018, at 5 p.m. EST

BID DUE DATE/TIME: Thursday, January 10, 2019, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Thursday, January 10, 2019, 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: Charisma Hodge, Director
Procurement Management Services
Phone: (305) 995-2364
Email:chodge@dadeschools.net

Visit our website at 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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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 M-DCPS are as follows:

VISION

We provide a world class education for every student.

MISSION

To be the 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 in 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 for the commercial leasing of the parking facilities located at Coconut Grove Elementary School, at 3351 Matilda Street, Miami, FL 33133 (“Parking Lot”).

The selected bidder will be awarded a one (1) year agreement, with two (2) one-year options to renew 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:	Friday, November 30 th , 2018
Pre-Bid Conference date, time and place:	Tuesday, December 11 th , 2018 at 10 a.m. EST, Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Wednesday, December 12 th , 2018 No later than 5:00 p.m. (Local Time) Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of Bids:	Thursday, January 10 th , 2019 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	March 2019
Projected Contract start date:	On the date that the successful Bidder has completed all pre-conditions to 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:	Charisma Hodge, Director Procurement Management Services
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:	chodge@dadeschools.net
Telephone:	(305) 995-2364

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 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 there from, 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 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 School Board policy may be accessed at: 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 Charisma Hodge, Director, Procurement Management Services, at chodge@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 resulting agreement shall be for a period of one (1) year with two (2) options to renew 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. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

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.**
- **One (1) bound copy of the original proposal.**
- **One (1) 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: Charisma Hodge, Director
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. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

1.11 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITB, in accordance with **Section 1.4**, 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 the Bidder's contact person, address, phone number, email and facsimile number.

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

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 a 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 Buyer 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/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to small, micro, veteran and minority/women participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro, Veteran and Minority/Women Certification Program, to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for firms responding to this RFP. **The Office of Economic Opportunity (OEO) must certify all small, micro, veteran and minority/women firms, prior to contract award.** The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

In Exhibit 9 of this solicitation, the sample certification documents have been included for your firm's review and completion. All small, micro, veteran and minority/women certifications must be completed online using the following link:

<http://oeo.dadeschools.net/certification.asp>

Furthermore, Vendors certified as a small, micro, veteran and/or minority/women with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact the OEO for additional information. A current list of certified small, micro, veteran and minority/women firms can be found

online at:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

For more information on getting certified, please contact the Office of Economic Opportunity at (305) 995-1307.

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 School Board 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 School Board 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 local businesses, the tie shall be broken as delineated in School Board Policy **6320**.

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

The School Board Policy may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION

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 two (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. Each bidder **MUST** submit Exhibit 8, Bid Receipt Form, which provides documentation of the submittal date and time.

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; 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**.

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	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board

Exhibit 8
Exhibit 9

Employees
Proposal Submittal Receipt Form
Sample M-DCPS Certification Documents

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 the 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 Procurement Management Services' website <http://procurement.dadeschools.net> , under the tab, "Notice of Intended Action."

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 School 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: Dllopiz@dadeschools.net & celiarubio@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 rebids. 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 Procurement Management Services' website no later than the Friday preceding a regularly scheduled Board meeting. The website address is as follows: <http://procurement.dadeschools.net>, under the tab of "Notice of Intended Action."

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 Proposer 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. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320.04, *Contractor Discipline*. 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, *Purchasing*.

1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) 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.

1.28 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 the Board, if the Board deems necessary, the 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.

1.29 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.

1.30 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.

1.31 PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine Law, pursuant to Florida Statute § 286.011 and to make available for public inspection and copying any information received in response to an ITB, in accordance with Florida Statute § 119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

1.32 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Miami-Dade County Public Schools. If Bidder attempts to make such an assignment, such attempt shall constitute a

condition of default.

1.33 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause, upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall 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.

1.34 DEBARMENT

Pursuant to Board Policy 6320.04, *Contractor Discipline* – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.35 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.

1.36 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.

1.37 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).

1.38 INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees ("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.

1.39 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.

1.40 INSURANCE REQUIREMENTS

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 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 in 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 and Professional Liability Insurance.

1.41 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. As to other types of business organizations, please provide any and all documentation relating thereto, 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 and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.42 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.

1.43 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>.

1.44 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.

1.45 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.

1.46 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, if eligible.

1.47 INVOICING AND PAYMENTS

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: Account Payable, 1450 NE 2nd Avenue, Suite 602, Miami, FL 33132, and with electronic copies to mdcpsvendorstatements@dadeschools.net referencing the applicable District issued purchase order (PO) number.

1.48 FINANCIAL CLOSEOUT

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the resulting contract may be withheld

until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

1.49 EXPANDING POOL OF VENDORS

Additional Bidders may be solicited prior to the anniversary of each extension period to the pool of eligible providers, at the discretion of the District. This will be posted on the District's Procurement and other governmental websites, for no less than ten (10) days. Subject to approval, additional Bidders' qualifications will be evaluated and approved in accordance with the initial terms of the ITB and added to the pool as they become eligible.

1.50 AMERICAN WITH DISABILITIES ACT IF APPLICABLE

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement.

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

M-DCPS is seeking bids from qualified firms and/or individuals for the commercial leasing of the Parking Lot located at Coconut Grove Elementary School, at 3351 Matilda Street, Miami, FL 33133. The successful Bidder will be awarded a non-exclusive lease agreement ("**Lease Agreement**") with an initial term of one (1) year, and two (1) one-year lease extension options, at the Board's sole discretion.

For purposes of this Invitation to Bid ("ITB"), the term "Bidder" or "Bidders" shall mean the legal entity or individual submitting a response to this ITB for the commercial leasing of the Parking Lot. The term "Bidder" or "successful Bidder" may also be referred to as the "Lessee". In addition, throughout this ITB, the terms "District" and "M-DCPS" shall be used interchangeably and shall have the same meaning as Miami-Dade County Public Schools.

As outlined in Section 5 of this ITB, all bids will be evaluated to determine if criteria "1" through "8" under Section 2.3 of this ITB have been met. All bids meeting criteria "1" through "8" and all other requirements of this ITB will be deemed qualified and will be ranked based solely on the annual rental amount offered. The contract award shall be made to the highest responsive and responsible Bidder whose bid is determined to meet all of the criteria of this ITB, and who has offered the highest annual rental amount. **In the event the District is unable to award and/or enter into a contract with the highest responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate, the Board reserves the right to award a contract to the highest responsive and responsible Bidder meeting all listed criteria and offering the next highest annual rental rate.**

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

2.2 SCOPE OF WORK

- A. The successful Bidder shall have non-assigned and non-exclusive use of a portion of the Parking Lot, located at 3351 Matilda Street, Coconut Grove, consisting of a total of thirty-two (32) parking spaces (see Exhibit 10). It is understood and agreed that the Parking Lot contains a total of thirty-five (35) parking spaces; however three (3) of the thirty-five (35) parking spaces are reserved at all times (24 hours a day/7 days a week) for use by Jaguar Restaurant or such property owner and/or business operator located at 3067 Grand Avenue, Coconut Grove. The location of the three (3) reserved parking spaces, are shown on Exhibit 10. Therefore, the Lease Agreement shall only include thirty-two (32) parking spaces, and the successful Bidder shall only have use of thirty-two (32) parking spaces.

B. The successful Bidder shall supervise the Parking Lot during its period of use and shall secure and lock all Parking Lot gates at the end of each daily period the successful Bidder has use of the Parking Lot. The Parking Lot shall be attended at all times during the successful Bidder's period of use, 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 Parking Lot safe and secure. If at any time during the successful Bidder's period of use of the Parking Lot, the successful Bidder closes the Parking Lot, the successful Bidder may not discontinue on-site supervision of the Parking Lot if patron vehicles are parked within the Parking Lot.

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

Monday-Thursday	4:00 p.m. through 5:00 a.m.
Weekends	4:00 p.m. Friday through 5:00 a.m. Monday
Holidays	4:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day for those holidays observed by the Board

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, Miami-Dade County, 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, Miami-Dade County, 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 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, Miami-Dade County 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, Miami-Dade County or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its bid.**

E. At time of bid submittal, the successful Bidder must provide evidence of a minimum of three (3) years recent and verifiable experience by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement, in the type of use for which the 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 by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement). Such evidence of experience must be in written or document form acceptable to the Board and be of sufficient detail to allow the Board to verify the information (e.g., licenses, agreements) and must be included with the bid at time of submittal. The successful Bidder's failure to provide this information may, at the Board's sole option, cause the bid to be deemed unqualified and non-responsive.

F. 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.

- G. 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, Miami-Dade County 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 operate, use or occupy the 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 Lot required as a pre-condition to licensing, including any repairs or improvements required by the City of Miami, Miami-Dade County 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.
- H. The successful Bidder expressly agrees that it shall not operate or use the Parking Lot until the successful Bidder completes, to the Board's satisfaction, all pre-conditions of the Lease Agreement, which shall include, without limitation, the following:
- (1) Timely delivery of the Lease Agreement to the Board, duly executed by the successful Bidder,
 - (2) Submittal to the Board of all necessary licenses, certificates, permits, use approvals or other approvals as required by the City of Miami, Miami-Dade County, or other jurisdictional entities, for the use of the Parking Lot,
 - (3) Submittal to the Board of evidence of insurance in compliance with this ITB,
 - (4) Submittal to the Board of sufficient documentation, evidencing that the successful Bidder is active and authorized to do business in the State of Florida, including any and all documentation relating to the successful Bidder's formation and legal standing, including the necessary resolutions verifying that the successful Bidder is authorized to enter into the Lease Agreement, and that the party signing the Lease Agreement is fully authorized and has the legal capacity to do so, on behalf of the successful Bidder,
 - (5) Confirmation that the successful Bidder has registered with the Complete Consulting Services Group or its successor entity, in compliance with the Parking Surcharge Ordinance (as defined below), and
 - (6) Submittal of any other documentation required by the Board for commencement of the successful Bidder's use of the Parking Lot.
- I. If a bid is submitted by a corporation or other business or legal entity, Lessee shall submit with its bid, sufficient documentation, acceptable to the Board, that the corporation or legal entity is active and authorized to do business in the State of Florida at the time of bid submittal, and that its corporate or legal status shall remain active and unchanged at the time of award of the bid and execution of all documentation relating to such award,

including the Lease Agreement and at the commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Bidders must provide any and all documentation, acceptable to the Board, relating to its formation, existence and legal and good standing, including without limitation, verification, satisfactory to the School Board Attorney's Office, that Lessee is authorized to enter into the Lease Agreement and that the party signing this bid is fully authorized and empowered to do so and has the legal capacity 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.

- 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, Lessee shall make the required parking surcharge payments each month in compliance with the City of Miami Ordinance 11813 ("**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, the Lessee shall submit a certification to the Board on a monthly basis, certifying that the Lessee has made the required Parking Surcharge payment for the previous month, as required under the Parking Surcharge Ordinance, along with a copy of the Parking Surcharge payment check. The Lessee's failure to comply with the Parking Surcharge Ordinance shall cause the Lessee to be in default under the Lease Agreement, and the Board may, at its sole option, terminate the Lease Agreement.
- L. The minimum bid amount under this ITB for the first year of the Lease Agreement for the Parking Lot shall be \$40,000.00 annually.
- M. In the event the temporary closure of all or portions of the Parking Lot is required due to maintenance or construction related activities by the Board, City of Miami, Miami-Dade County or other governmental entity, Lessee acknowledges and agrees that all or portions of the Parking Lot may be unavailable for use by the Lessee, for a prescribed period of time, with a corresponding reduction in rent. In such event, the Board shall provide written notice to Lessee advising of the temporary closure of all or portions of the Parking Lot, number of parking spaces impacted by the closure, as well as the effective date of such closure and the rent reduction amount based on the number of parking spaces impacted by the closure within the Parking Lot. The number of parking spaces, location and duration of closure may be modified from time to time by the Board, at the Board's sole discretion, as the project progresses. The monthly rent paid by Lessee at the time of the temporary closure of all or portions of the Parking Lot shall be reduced in proportion to the number of parking spaces made unavailable for use by Lessee during the period of closure. The Board shall provide written notice to Lessee advising that the Parking Lot or affected portions thereof are again available for use by Lessee, and the rental amount paid by Lessee shall increase to the current rental rate for use of the entire Parking Lot then in effect.
- N. Additional required terms and conditions are contained in the attached Lease Agreement (**see Exhibit 11**). By submitting a bid and executing the Price Proposal under Section 3 of this

ITB, Bidder acknowledges and agrees that Bidder has read the Lease Agreement attached to this ITB (**Exhibit 11**), and agrees to all the terms and conditions as set forth therein.

The remainder of this page was left blank intentionally.

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

In no more than fifteen (15) pages, the Bidder must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a) Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.		
b) Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida.		
c) Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d) Please submit written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system)		
e) Valid e-mail address for SAP system communications (i.e. PO's)		
f) It is the successful Bidder's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami, Miami-Dade County or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of this bid.		
g) The name of the legal entity or individual who is submitting the bid and with whom the Board would be entering into the Lease Agreement. 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, as outlined in Sections 1.42 and 2.2 of this ITB.		
h) Proposed use (self-parking, valet, or combined self/valet parking services).		
i) Hours of use. <i>The proposed days and hours of use shall not exceed the maximum allowable time periods outlined in Section 2.2 of this ITB.</i>		
j) Annual rental amount offered. <i>The annual rental amount for the initial one-year lease term shall be a minimum of \$40,000.</i>		

<p>k) Evidence of a minimum of three (3) years recent and verifiable experience by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement, in the type of use for which the 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 by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement). Please note that such evidence of experience must be in written or document form, acceptable to the Board and be of sufficient detail to allow the Board to verify the information (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, because the Bidder's bid to be deemed unqualified and non-responsive.</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Company/ Location</u></td> <td style="text-align: center;"><u>Experience in</u></td> <td style="text-align: center;"><u>Length of time</u></td> <td style="text-align: center;"><u>Contact/ Phone #</u></td> </tr> <tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr> </table> <p>(Please attach required evidence of experience, as specified above)</p>	<u>Company/ Location</u>	<u>Experience in</u>	<u>Length of time</u>	<u>Contact/ Phone #</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____		
<u>Company/ Location</u>	<u>Experience in</u>	<u>Length of time</u>	<u>Contact/ Phone #</u>																							
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<p>l) A minimum of three (3) signed original verifiable reference letters for the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement, in the specific type of use the Parking Lot will be leased for. Such reference letters shall be no more than six (6) months old, and include contact information for the individual signing the letter. Please attach 3 signed reference letters and provide contact information for individuals signing letters.</p>																										
<p>m) If a bid is submitted by a corporation or other business or legal entity, sufficient documentation, acceptable to the Board, that the corporation or legal entity is active and authorized to do business in the State of Florida at the time of bid submittal, and that its corporate or legal status shall remain active and unchanged at the time of award of the bid and execution of all documentation relating to such award, including the Lease Agreement and at the commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Bidders must provide any and all documentation, acceptable to the Board, relating to its formation, existence and legal and good standing, including without limitation, verification, satisfactory to the School Board Attorney's Office, that the party signing this bid is fully authorized and empowered to do so and has the legal capacity 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.</p>																										

n) All other forms, documentation or information required to be provided by the Bidder under this ITB, as set forth under Sections 1.20, 1.40, 2.3, 4.1 and 6.0 of this ITB, with all sections legible and completed in full.		
o) Acknowledgment and agreement to all terms and conditions contained in the Lease Agreement for the Parking Lot.		

The remainder of this page was left blank intentionally.

SECTION 3.0 - PRICE PROPOSAL

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

BIDDER MUST READ THIS SECTION IN ITS ENTIRETY AND ACKNOWLEDGE RECEIPT OF THIS SECTION BY SIGNATURE ON FOLLOWING PAGE

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 price quoted shall include all travel and living expenses and will be firm and fixed for a period of one year, with two (2) one year contract extensions (with rate increases for each one-year contract extension period as specified in the Lease Agreement).

3.1 PRICE PROPOSAL

The Price Proposal shall meet all requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

The minimum bid amount for the Parking Lot Facility is Forty Thousand Dollars and Zero Cents (\$40,000) annually for the initial one-year lease term.

For this Section 3.0 - 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.

Please complete all information noted below. Failure to provide a response in each area may render this bid as non-responsive. **Additional information may be provided by the Bidder, but will not relieve the Bidder from its obligation to submit a completed Price Proposal with its bid submittal.**

1. Complete Legal Name of Bidder:

2. Bidder Information:
(a) Contact Information:
(1) Telephone Number: _____

- (2) Cell Phone Number: _____
- (3) E-Mail Address: _____
- (4) Fax Number (if applicable): _____
- (5) Mailing Address: _____

3. Name of Parking Lot and ITB Number: _____

4. Proposed Use of Parking Lot (e.g., self-parking, valet or combined self/valet parking): _____

Note: Valet or combined self/valet parking is subject to School Board approval.

5. Proposed days and hours of use: _____

Note: Note: The proposed days and hours of use shall not exceed the maximum allowable time periods outlined in Section 2.2 of the ITB.

6. Annual rental amount proposed for the initial one-year term of the Lease Agreement:

Annual Rental Amount: \$ _____

Note: This amount must equal or exceed the minimum annual bid amount of \$40,000, as set forth under Section 2.2 of this ITB.

For this Section 3.2 – ACKNOWLEDGEMENT AND AGREEMENT BY BIDDER:

By signing below, Bidder (1) acknowledges that Bidder has read the Lease Agreement attached as Exhibit 11 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, including, without limitation, Section 2 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 and in Bidder’s bid submittal, including any and all attachments, is true and correct.

Signature of Bidder’s Authorized Representative

Title

Printed Name:

Date:

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 result in the proposal being considered non-responsive.

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.

4) Technical Qualifications

Provide a response to all of the items listed in **Section 2.0 and Section 2.3** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0 and Section 2.3** 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 the proposal being considered non-responsive.

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 résumés 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 List

The Price Proposal List, 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 **Sections 2.3, 3.0 and 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	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents
Section 2.3	Required Information to be submitted by Bidder
Section 3.0	Price Proposal

4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick.**
- (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:	<u>BID BOX</u> Miami - Dade County Public School Procurement Management Services <u>Attn: Charisma Hodge, Director</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132
ITB No. : ITB-18-017-AC ITB Title: Commercial Leasing of Paved Parking Facilities at Coconut Grove Elementary School Proposal Due Date: Thursday, January 10, 2019, 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:

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 all responsive and responsible bids based on the criteria listed herein, specifically Sections 2 and 3 of this ITB. The contract will be awarded to the highest responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate, pursuant to Board Policy 7520 – Leasing of School Board-Owned Property (see Exhibit 12). Failure to provide all necessary information to determine if criteria “a” through “o” under Section 2.3 of this ITB as well as all other requirements of this ITB have been met may cause the bid to be deemed non-responsive and ineligible for award. Please note, Procurement staff may apply scoring incentives for all registered SBE/MBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

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 Parking Lot, at its sole discretion and as it deems to be in the Board and District's best interest. The Board reserves the right to reject all bids. It is further understood that interested parties shall not rely on the verbal information received from M-DCPS staff.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

The Board reserves the right to award the contract to the highest responsive and responsible 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 responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate.

5.3 PRICE PROPOSAL

A completed price proposal list is required under this ITB, which is due at the time of proposal submission, including the signature form in Section 3.0 Price Proposal List. See **Section 3.0 – PRICE PROPOSAL**.

5.4 AWARD

All bids will be evaluated to determine if criteria “a” through “o” under Section 2.3 of this ITB have been met. All bids meeting criteria “a” through “o” and all other requirements of this ITB will be deemed qualified and will be ranked based solely on the annual rental amount offered. The contract award shall be made to the highest responsive and responsible Bidder whose bid is determined to meet all of the criteria of this ITB, and who has offered the highest annual rental amount. No other factors or criteria shall be used in the evaluation. **In the event the District is unable to award and/or enter into the contract with the highest responsible and responsible Bidder meeting all listed criteria and offering the highest annual rental rate, the Board reserves the right to award the contract to the highest responsive and responsible Bidder meeting all listed criteria and offering the next highest annual rental rate.**

. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Buyer 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	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Location Map of parking facilities at Coconut Grove Elementary School
Exhibit 11	Non-Exclusive Lease Agreement for parking facilities at Coconut Grove Elementary School
Exhibit 12	School Board Policy 7520 (Leasing of School Board-Owned Property)

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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: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS _____
BIDDER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ 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		

Exhibit 2
ACKNOWLEDGMENT OF AMENDMENTS

Instructions: 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: <i>(Include City State & Zip Code)</i>	_____
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:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	() FAX: ()
E-MAIL ADDRESS: _____	
ATTESTATION - I understand that: <ul style="list-style-type: none"> • In accordance with School Board Policy <u>6320.05</u>; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> 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 <u>6320</u>, 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 <u>6320.04</u>. 	

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 1, 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 Statutes 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, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) 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 and the client.

Prime 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 is registered as with the Florida Department of State Division of Corporations. 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://www.dadeschools.net/schoolboard/rules>, all 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 two years of his or her 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 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
PROPOSAL SUBMITTAL RECEIPT FORM**

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this RFP, as well as Procurement Management Services Staff. This form must be included within the timely bid package.

ITB Name and Number:	ITB-18-017-AC Commercial Leasing of Paved-Parking Facilities at Coconut Grove Elementary School
ITB Due Date:	Tuesday, December 4, 2018 before 2:00pm EST
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	

EXHIBIT 9 SAMPLE M-DCPS CERTIFICATION DOCUMENTS

Generated by MDCPS TestVendor1, MDCPS Test Vendor on 4/11/2018

Help & Tools 

Certification Application: Start Certification Application

New Application for Miami-Dade County Public Schools

M-DCPS's New Application for Small Business Enterprise (SBE), Micro Business Enterprise (MBE), Minority Women Business Enterprise (M/WBE) Certification.

This application is for NEW Small Business Enterprise (SBE) & Micro Business Enterprise (MBE) & Minority/Women Business Enterprise (M/WBE).

Note: Firms currently certified by M-DCPS should not submit a New Application. Instead submit a Recertification application, due on the anniversary date.

Review the information below and complete the eligibility requirements then click Continue.

For more information about M-DCPS's SBE/MBE/M/WBE Program, please visit the <http://oeo.dadeschools.net/> page.

For guidance, please call 305-995-1307 or email oeo@dadeschools.net.

Need Help?

[Download Part 2 of the user manual](#)

[Sign up for a Training Class](#)

Company & Contact Information

Select a company type and application auto-fill option. Confirm or enter your personal and company email addresses to permit us to contact you quickly for technical support, if needed.

YOUR EMAIL ADDRESS *

COMPANY EMAIL *

COMPANY TYPE *

APPLICATION AUTOFILL * Use existing account information to auto-fill application

Eligibility Requirements

The following basic criterion is used to evaluate eligibility for certification. However, meeting these basic items does not guarantee that an application will be approved. This is only intended as a general overview to see if your firm should apply for certification.

Is your firm registered as a vendor with MDCPS?

Yes No

Does the owner and/or qualifier of the business have the required professional licenses and contractor qualification licenses?

Yes No

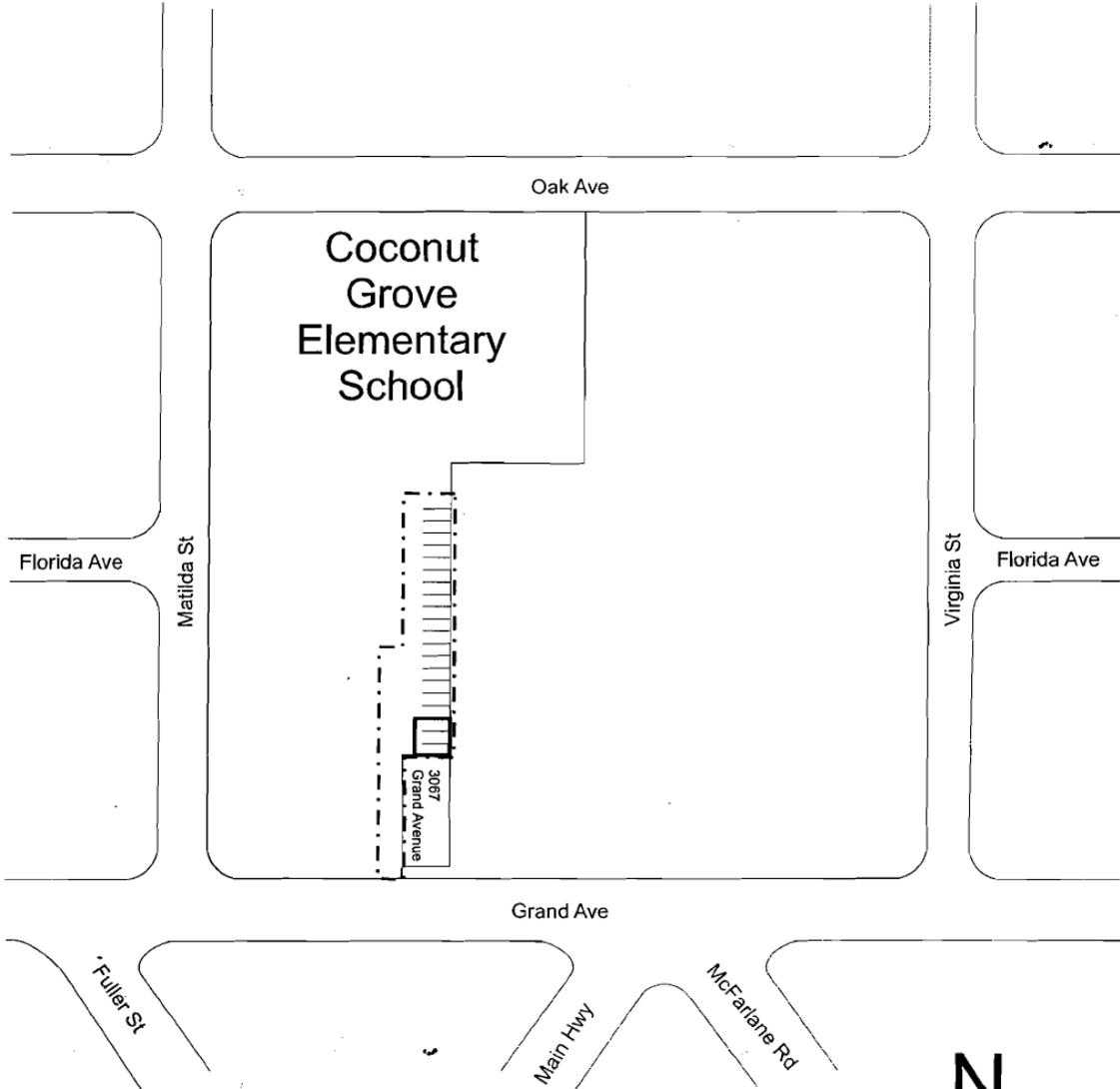
Does your business have a occupational license and all required professional licenses and/or contractor qualifier licenses?

Yes No

For SBE/MBE Applicants only: Has your business been established for at least one year or the principals of the business have at least

Exhibit 10

Sketch of Coconut Grove Parking Lot



Legend

-  Three Parking Spaces Reserved for Jaguar Restaurant at 3067 Grand Avenue
-  Demised Premises- Total of 32 Parking Spaces



Coconut Grove
113

NOT TO SCALE

Exhibit 11

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-18-017-AC (“**ITB**”) for the commercial leasing of the parking facilities at Coconut Grove Elementary School (“**School**”), located 3351 Matilda Street, Coconut Grove, Florida; and

WHEREAS, LESSEE submitted a response to the ITB, dated _____ (“**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 _____, 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 a portion of the paved parking facilities at the School, located at 3351 Matilda Street, Coconut Grove, Florida, containing a total of approximately thirty (32) parking spaces. Note: It is understood and agreed that the School parking lot contains a total of 35 parking spaces; however three (3) of the 35 parking spaces are reserved at all times (24 hours a day/7 days a week for use by Jaguar Restaurant or such property owner and/or business operator located at 3067 Grand Avenue, as per Article IV of the Agreement. Therefore, LESSEE shall be entitled to use a total of 32 parking spaces). LESSEE may not access any other portion of the School site without the advance approval of the School Administrator, which approval may be withheld at the School Administrator's sole option.

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.

PRE-CONDITIONS TO USE; 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.

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the **"Effective Date"**). LESSEE expressly agrees that it shall not occupy, operate or use the DEMISED PREMISES until LESSEE completes, to the LESSOR'S satisfaction, all pre-conditions of the Agreement, which include, without limitation, the following: (1) timely delivery of this Agreement to the LESSOR, duly executed by the LESSEE, (2) submittal to the LESSOR of all necessary licenses,

certificates, permits, use approvals or other approvals as required by the City of Miami, Miami-Dade County, or other jurisdictional entities, for the use of the DEMISED PREMISES, as set forth under Article IX of this Agreement, and same have been reviewed and approved by LESSOR, (3) submittal to the LESSOR of evidence of insurance in compliance with Article XIV of this Agreement, (4) submittal to the LESSOR of sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence, and legal and good standing status, including the necessary resolutions, in form acceptable to the LESSOR, verifying that LESSEE is authorized to enter into this Agreement, and that the party signing this Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE, (5) confirmation that LESSEE has registered with the Complete Consulting Services Group or its successor entity, in compliance with the City of Miami Parking Surcharge ordinance, as further outlined in Article IV of this Agreement, and (6) submittal of any other documentation required by LESSOR for commencement of LESSEE'S use of the DEMISED PREMISES (hereinafter collectively referred to as the "**Pre-Conditions to Use**").

LESSOR shall provide LESSEE with written notice indicating the date upon which the Pre-conditions to Use have been satisfied by the LESSEE, which date shall also serve as the Commencement Date of this Agreement ("**Commencement Date**"). A copy of such notification by LESSOR shall be attached as **Exhibit "B"** hereto and made a part hereof.

The initial term of this Agreement shall be for a period of one (1) year commencing upon the Commencement Date, unless terminated sooner as provided for in this Agreement.

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 five (5) 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 "C"** 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; SUSPENSION OF USE

Other than as specified below, 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, Miami-Dade County or other jurisdictional entities, and it is LESSEE'S sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami, Miami-Dade County or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its response to the ITB. 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	4:00 p.m. through 5:00 a.m.
Weekends	4:00 p.m. Friday through 5:00 a.m. Monday
Holidays	4:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day

It is expressly understood by LESSEE 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, Miami-Dade County or other jurisdictional entities, and it is LESSEE'S sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami, Miami-Dade County or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to submittal of its response to the ITB.

LESSEE may, at its sole option, remove unauthorized vehicles from the DEMISED PREMISES using all lawful means, and may post signs on the DEMISED PREMISES to facilitate same, at LESSEE'S sole cost and expense, after securing approval from the School 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. 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.

LESSEE shall secure and lock all gates of the DEMISED PREMISES at the end of each daily period the LESSEE uses the DEMISED PREMISES.

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.

LESSEE acknowledges and agrees that LESSEE'S use shall be suspended in whole or in part, in the event the District requires use of the DEMISED PREMISES for District purposes during the LESSEE'S hours of operation.

In addition to the above, in the event the temporary closure of all or portions of the DEMISED PREMISES is required due to maintenance or construction related activities by the LESSOR, City of Miami, Miami-Dade County or other governmental entity, LESSEE acknowledges and agrees that all or portions of the DEMISED PREMISES may be unavailable for use by the LESSEE, for a prescribed period of time, with a corresponding reduction in rent. In such event, the LESSOR shall provide written notice to LESSEE advising of the temporary closure of all or portions of the DEMISED PREMISES, number of parking spaces impacted by the closure, as well as the effective date of such closure and the rent reduction amount based on the number of parking spaces impacted by the closure within the DEMISED PREMISES. The number of parking spaces, location and duration of closure 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 the temporary closure of all or portions of the DEMISED PREMISES shall be reduced in proportion to the number of parking spaces made unavailable for use by LESSEE during the period of closure. The LESSOR shall provide written notice to LESSEE advising that the DEMISED PREMISES or affected portions thereof are again available for use by LESSEE, and the rental amount paid by LESSEE shall increase to the current 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 during LESSEE'S

period of use, 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 PREMISES safe and secure. In addition, LESSEE shall secure and lock all entrance gates of the DEMISED PREMISES at the end of each daily period of use. If at any time during LESSEE'S 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 automatic termination of this Agreement, irrespective of Article XXIV 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 City of Miami, Miami-Dade County or other jurisdictional entities. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until LESSEE has completed, to LESSEE'S satisfaction, all Pre-Conditions to Use. 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 satisfy all Pre-Conditions to Use 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 Pre-Conditions to Use and providing a date, agreeable to LESSOR, by which such Pre-Conditions to Use will be completed, 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 of parking stalls and curbs, security lighting (if in place) 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. Any repairs or improvements of the DEMISED PREMISES required as pre-conditions to licensing, including without limitation, landscaping, pavement repairs, striping of parking stalls and curbs, curb repairs, installing signage, and any other reasonable repairs or improvements required by the City of Hialeah, Miami-Dade County 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 XXV (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. LESSOR shall not be responsible or liable for any damages arising from acts of God, or for any loss of business or consequential damages. 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. In addition, Jaguar Restaurant (3067 Grand Avenue, Coconut Grove, Florida 33133), or such other property owner or business operator located at 3067 Grand Avenue, Coconut Grove, shall also be named as an additional insured on the commercial general liability insurance coverage. 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 LESSOR, 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 LESSEE'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, irrespective of conflicts of law, 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 commencement of the lease term, hours of operation, availability of parking spaces, temporary reduction of parking spaces or closure of the parking lot, 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 execute any amendments to the Agreement within the authority granted to the Superintendent by the School Board, and to grant or deny any approvals required by this Agreement, including without limitation, 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 the LESSOR sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence and legal and good standing status, with corporate or legal status to be provided periodically thereafter, as required by the LESSOR. In addition, LESSEE shall deliver to LESSOR the necessary resolutions in form acceptable to LESSOR, verifying that LESSEE is authorized to enter into this Agreement, and that the party signing this Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

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 School Administrator, in writing, at the beginning of the next business day.

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, the School 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, within thirty (30) calendar days of request, 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. The LESSEE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The LESSEE shall keep and maintain public records required by the LESSOR to perform the service. The LESSEE shall keep records to show its compliance with this Agreement. The LESSEE'S contractors and subcontractors must make available, upon request of the LESSOR, 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 LESSEE or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the LESSOR'S custodian of public records, the LESSEE shall provide the LESSOR 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. The LESSEE 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 term of this Agreement and following the expiration or early termination or cancellation of this Agreement if the LESSEE does not transfer the records to the LESSOR. The LESSEE, its assigns, contractors and sub-contractors 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). The LESSEE, upon completion of the Agreement, shall transfer, at no cost to the LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records to the LESSOR upon completion of the Agreement, the LESSEE shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of the Agreement, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR'S custodian of public records, in a format that is compatible with the information technology systems of the LESSOR.

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

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

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, surcharges, or other taxes which may be imposed on the School, DEMISED PREMISES or LESSOR 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

The 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 Ground Lease, and LESSEE shall provide evidence of same to LESSOR, prior to the Effective Date of this Ground Lease and periodically thereafter, as required by the LESSOR. LESSEE has full power to execute, deliver, and perform its obligations under this Ground Lease. The execution and delivery of this Ground Lease, and the performance by LESSEE of its obligations under this Ground Lease, 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 School or 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 the DEMISED PREMISES 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 XXIV 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.

- K. SIGNAGE: LESSEE may erect, at LESSEE'S sole cost and expense, identification signage within the DEMISED PREMISES, subject to the prior written approval of LESSOR, or its designee, and in conformance with all rules and regulations governing public schools. Upon the termination, expiration or cancellation of this Agreement, LESSEE shall remove, at LESSEE'S expense, from the DEMISED PREMISES any signage erected by LESSEE, and restore the area to the same or better condition as existed prior to LESSEE'S installation of the signage.

XXXVII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto or to be attached pursuant to this Agreement, the ITB 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 ITB, and the Proposal, the order of precedence shall be: this Agreement; the ITB; 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 THE LESSOR:

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

Print Name: _____

By: _____

Alberto M. Carvalho
Superintendent of Schools

Print Name: _____

Date: _____

RECOMMENDED:

Jaime G. Torrens
Chief Facilities Officer
Date: _____

**TO THE BOARD: APPROVED AS TO RISK
MANAGEMENT ISSUES:**

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

Office of Risk and Benefits Management
Date: _____

School Board Attorney
Date: _____

**TO THE LESSOR: APPROVED AS
TREASURY MANAGEMENT ISSUES:**

Office of Treasury Management
Date: _____

WITNESSES AS TO THE LESSEE:

LESSEE:

Print Name:_____

By:_____

Name:_____

Title:_____

Date:_____

Print Name:_____

EXHIBIT "A"
TO
LEASE AGREEMENT

DEMISED PREMISES

[consisting of 2 pages, including this title page]

EXHIBIT "B"
TO
LEASE AGREEMENT

Notice from LESSOR Establishing Commencement Date

[to be attached upon establishment by LESSOR of Commencement Date]

[consisting of ____ pages, including this title page]

EXHIBIT "C"
TO
LEASE AGREEMENT

City of Miami Parking Surcharge
Payment Acknowledgement and Certification

[consisting of 2 pages, including this title page]

City of Miami Parking Surcharge

Payment Acknowledgement and Certification

I, _____, as _____ 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 Coconut Grove Elementary School at 3351 Matilda Street, Coconut Grove, 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 _____ 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:

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

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.