

**REQUEST FOR PROPOSALS (RFP) No. 694
FOR
LEASE OF WALL SPACE FOR ADVERTISING MURAL AT
MIAMI-DADE CENTRAL SUPPORT FACILITY**

PRE-PROPOSAL CONFERENCE AND SITE VISIT TO BE HELD:

August 25, 2009 at 11:00 AM (local time)
Miami-Dade Central Support Facility (CSF)
200 NW 1st Street, Room 101, Miami, Florida
(Site Visit following Pre-Proposal Conference)

ISSUED BY MIAMI-DADE COUNTY:

Department of Procurement Management (DPM)
for
General Services Department

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Lydia Osborne, Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3673 E-mail: lydiaos@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

September 18, 2009 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours is 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, and as represented by the General Services Administration (GSA), is soliciting proposals for a qualified firm to lease the south facade of the County's Central Support Facility ("CSF") for the purpose of mural advertising services.

The selected Proposer's advertising services shall provide national and local advertisers a venue within the City of Miami and generate maximum revenue, while enhancing CSF's image without interfering with daily business operations or negatively affecting public safety.

The Proposer should have at least three years of experience in managing, operating, and leasing outdoor wall mural venues, and/or operated an advertising program or revenue initiatives for venues with continuous large population exposure locations. The Proposer must be the holder of an active "mural permit," as defined in and regulated by Article XIII of the Charter and Code for the City of Miami, related to Zoning Approval for Temporary Uses and Occupancies (specifically, Sections 62-601 through 62-618).

The County anticipates awarding a contract for five years, with one five-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	August 17, 2009
Pre-Proposal Conference:	See front cover for date, time and place. Attendance is recommended but not mandatory. (Attendees must wait in the lobby/reception area upon arrival as access to the conference room is restricted). If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1564 at least five days in advance.
Site Visit:	See front cover for date, time and place. Attendance is recommended but not mandatory. Immediately following the Pre-Proposal Conference, a tour of CSF will be conducted by GSA staff, in order for prospective Proposers to conduct a site visit.
Deadline for receipt of questions:	September 11, 2009
Proposal due date:	See front cover for date, time and place.
Evaluation process:	September, 2009
Projected award date:	October, 2009
Projected contract start date:	November 2009

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Mural" to mean a painting or artistic work, including collage effects, composed of pictures or arrangements of color which may have a limited commercial sponsorship message, advertises a commercial product and which is made directly onto, projected onto or attached to a building or a wall.
4. The words "Mural Permit", "Mural Permit Holder", or "Permit Holder" to have the same meanings as in Article XIII of the Charter and Code of the City of Miami, related to Zoning Approval for temporary Uses and Occupancies (specifically, Sections 62-601 through 62-618).
5. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.

6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
9. The word "Wall" to mean the exterior surface of the south façade of the County's Central Support Facility located at 200 NW 1st Street, Miami.
10. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County 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 Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer 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 non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or

- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 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 vendor 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 (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in

collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Manager's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES

2.1 Background

The County is soliciting proposals to lease out the south façade of the County's Central Support Facility ("CSF"), for the purpose of mural advertising (see Exhibit A – Views of CSF Facility). This County-owned facility is managed by GSA, and is located at 200 NW 1 Street, Miami, within the City of Miami. CSF houses a chilled water production plant, County parking facility and several County offices. The building sits adjacent to Interstate I-95 with excellent exposure to both south and north bound traffic. The south-façade of the "cooling tower" has a space of approximate 40'H x 80'W and is not currently illuminated at night. Due to its additional height, the wall surface offers optimum unobstructed exposure to the expressway, making this façade an ideal spot to locate advertising wall murals.

The selected Proposer shall comply with all rules and regulations relating to signage as specified under the Code of Miami-Dade County 33-17 (Code of Class C Commercial Signs). Any modification to such ordinance or any future legislation related to interior/exterior signage shall apply, as applicable.

2.2 Objectives

The County is seeking to establish a contract to lease the use of the south facade of the CSF, for the sole purpose of operating a successful, efficient and professional-appearing outdoor advertising venue. The selected Proposer shall develop an advertising program to achieve the following objectives:

- Effectively optimize the advertising space;
- Provide national and local advertisers a venue within the City of Miami;
- Generate maximum revenue; and
- Enhance the aesthetics of CSF, without interfering with daily business operations or negatively affecting public safety.

2.3 Qualification Requirements

A. Minimum Qualifications

The minimum qualification requirement for this Solicitation is that the selected Proposer must be the holder of an active "Mural Permit," as defined and regulated by Article XIII of the Charter and Code for the City of Miami, related to Zoning Approval for Temporary Uses and Occupancies.

B. Preferred Qualifications

The selected Proposer should, at a minimum, have:

1. At least three years of experience in managing, operating, and leasing outdoor wall mural venues, operating an advertising program or revenue initiatives for venues with continuous large population

exposure locations, contracting with clients willing to advertise in such venues at market rates, and installing and maintaining wall murals;

2. Adequate financial strength to provide start-up operations and reasonable working capital; and
3. Substantial knowledge of the legal requirements involved in this type of operation.

2.4 Services to be Provided

A. General Services

The selected Proposer shall:

1. Commence mural installation at the subject site within 120 days following contract award. This includes the selected Proposer meeting all applicable City of Miami requirements as necessary to be approved by the City for the "transfer" of an existing mural permit from an existing site, or for obtaining a new site-permit.
2. Conduct, at its sole cost and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability, including the ability to meet the time requirement listed above.
3. Operate a successful, efficient and professional-appearing outdoor advertising venue, by replacing or repairing any and all physical component(s) of the advertisement and related equipment that are damaged due to normal wear-and-tear, weather-related incidents, vandalism and/or accident.
4. Make reasonable efforts to contract for the advertisement of goods and services that are provided by local businesses, in order to increase the value of the service to the surrounding business community.
5. Provide a plan by which the County may share use of the space for advertising County messages of importance to the public. Said plan shall be subject to final negotiations with the selected Proposer. Examples of potentially viable arrangements might include shared use of the space at the same time, use of the entire façade on a periodic basis, and so on. The cost of the manufacturing and installing the County's message shall be borne by the selected Proposer.
6. Ensure that the selected Proposer's production and operation personnel meets with GSA's technical personnel within the first 45 days following contract award, in order to assess the specific characteristics of the property and to ensure compliance with those requirements deemed by the County to be necessary to protect the integrity of the building.
7. Appoint a single point of contact as the selected Proposer's Project Manager to represent and act on behalf of the selected Proposer in all matters pertaining to the advertising services program. Said employee should be readily available to timely respond to project-related concerns raised by the County or its designees.
8. Respond to the County's emergency requests within 24 hours and within 48 hours for other requests unless otherwise directed by the County. Maintenance personnel shall be available for emergency contact via phone 24 hours a day, 365 days a year.
9. Provide a comprehensive Master Plan demonstrating how, through advertising, the selected Proposer shall execute the objectives and implementation of the advertising program to maximize revenue for the Wall Murals. The Plan shall demonstrate the capability of actively soliciting and selling advertising and revenue initiative projects on a local, regional and national level, and shall include a realistic timetable for design and approval for the proposed advertising location. Thirty days after contract award, the selected Proposer shall submit the Master Plan for approval to the County's Project Manager, with a realistic timeline for implementation. Once the County approves the Master Plan, the selected Proposer shall commence installation of approved advertisement within ninety days from the date the County approves the Plan.

B. Advertising Installations and Fixtures

The selected Proposer shall:

1. At its own expense, procure the installation of light fixtures/night illumination subject to the review and approval by the County. All displays shall be cleaned routinely, lighting replaced and any other services as needed, checked and properly maintained for optimal usage by the selected Proposer.
2. Provide an Installation and Maintenance Plan to service the installed murals (i.e., wall cleaning, light replacement, mural repair and removal, etc.) for approval by the County.
3. Develop, procure, maintain and repair all advertising installations, fixtures, hardware and supporting connections in accordance with the County's guidelines.
4. Provide advertising installations that are pleasing in appearance, and compatible within CSF's physical boundaries and operational context.
5. Remove all advertisement installations, fixtures and inventory at the end of the contract and return the wall in the same condition, order and repair as at the Contract commencement date, or better, excepting only reasonable wear and tear arising from the use thereof in providing the Services.

C. Graphics

The Services requested are specifically limited to building mounted wall murals. The selected Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising.

1. No advertising material which is irritating in its content or method of presentation shall be displayed.
2. No advertising shall be allowed that includes advertisement of tobacco products or alcoholic beverages.
3. No advertising shall be displayed that contains material that is immoral, lascivious or obscene as defined in S.847.001 (Crimes) of the Florida Statutes.
4. No advertising shall be allowed that contains libelous material or material detrimental to the operation or goals of the County.
5. All advertising materials, advertisements and manner of presentation shall be subject to approval by the County, which may disapprove any such items at any time, at its sole discretion.
6. All text and display graphics shall be submitted to the County for approval no less than fourteen (14) business days in advanced of the scheduled mural installation date.

2.5 County Responsibilities

The County will provide reasonable and sufficient access to CSF for the periodic installation and removal of murals, as well as for the maintenance and repair of the mural.

2.6 Rent Schedule

The selected Proposer shall pay to the County, rent for the lease of the south façade of CSF. It is anticipated that the rent payments will include both a Base Rent (a Minimum Annual Guarantee [MAG] of no less than \$25,000), **plus** an Additional Rent (a percentage of the selected Proposer's Monthly Gross Revenue). Refer to Form B-1, Price Proposal Schedule for Base Rent and Additional Rent.

3.0 RESPONSE REQUIREMENTS**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's and its subcontractors' relevant experience, qualifications, and past performance in providing the type of services described in this Solicitation, including relevant experience and qualifications of key personnel, and key personnel of subcontractors, that will be assigned to this project.	30
2. Proposer's management approach and plan to providing the Services requested in this Solicitation, including Master Plan, Installation and Maintenance Plan, and sharing of space for County advertisements.	35
3. Proposed Rents and Financial Information.	35

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Price/Financial Evaluation

The price/financial proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing/financial evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.5 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.6 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.7 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.8 Rights of Protest

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Form of Agreement
Appendix A: Sample Pro Forma
Exhibit A: Views of CSF Facility
Proposal Submission Package

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

LEASE AGREEMENT FOR THE OPERATION OF ADVERTISING MURALS**AT MIAMI-DADE CENTRAL SUPPORT FACILITY (CSF)**

THIS AGREEMENT made and entered into as of this _____ day of _____, 2009, by and between Miami-Dade County (the County), a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128, (herein referred to as the "Landlord"), and _____, a corporation organized and existing under the laws of the State of Florida, having its principal office at _____ (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, the County owns the Central Support Facility (the "CSF") for the use by patrons, Lessees, employees and visitors, and which facilities are administered for the County by its Director of the General Services Administration ("GSA"), or designee; and,

WHEREAS, the Lessee has offered to lease the South Façade of the CSF (the "property") to install and maintain an advertisement mural (the "Mural") in a manner that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 694 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement; and,

WHEREAS, the Lessee has submitted a written proposal dated _____, hereinafter referred to as the "Lessee's Proposal" which is incorporated by reference herein; and,

WHEREAS, the proposal of the Lessee is recommended as being in the best interest of the County, and formed the basis for award of this Lease Agreement,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Use of Leased Property and Limitations on Use:

A. The area of the leased property may be used by Lessee for the installation and maintenance of advertising murals. Upon expiration of this Lease Agreement, any improvements will become the property of the Landlord.

B. The County's approval is required prior to any installation and/or use of the property. All installation and use of the property shall be accomplished in accordance with the City of Miami and County permitting requirements, any all other applicable State law, Federal law, City code, County code, and any and all other State or local rules and regulations.

C. Subject to Lessee's right to use the property for the purposes specified in this Lease Agreement, Lessee shall not suffer or permit the property or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the CSF building structure or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the CSF building structure; (v) materially impair or interfere with the regular operations of the CSF building; (vi) impair or interfere with the physical convenience of any of the occupants of the CSF; or (vii) impair any of the Lessee's other obligations under this Lease Agreement.

D. The Lessee understands and agrees that (i) the property will not accommodate free-standing structures, and this Lease Agreement is strictly limited to building-mounted wall murals, (ii) pursuant to local zoning ordinances, direct or implied advertising of tobacco products and/or alcoholic beverage is strictly prohibited and (iii) political messages such as campaigning and/or obscene or offensive material is also forbidden.

2. Operations: Lessee shall continuously and uninterruptedly, install, maintain and operate the mural at the property.**3. Governmental Approvals:** If any governmental license or permit, in addition to the mural permit required by the City of Miami pursuant to Sections 62-601 through 62-618 of the Code of the City of Miami, shall be required for the proper and lawful conduct of Lessee's business within said leased property, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the Lessee at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and permit as it applies to the jurisdictional area where said leased property is located.**4. Request for Proposal Incorporated:** The Lessee acknowledges that, in response to a Request for Proposals advertised by the County, it has submitted to the County a proposal ("Lessee's Proposal") that was the basis for the award of this Lease Agreement and upon which the County has relied. The Request for Proposals and the Lessee's Proposal is incorporated herein by reference.**5. Order of Precedence**

If there is a conflict between or among the provisions of this Lease Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 694 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

6. **Appendix and Exhibits:** The Appendix and Exhibits listed in this Paragraph and attached to this Lease Agreement are hereby incorporated in and made a part of this Lease Agreement:
- | | |
|-------------|--------------------------|
| Appendix A: | Scope of Services |
| Exhibit A: | Site Location and Sketch |
7. **Property Description:** The CSF building is located at 200 NW 1 Street, Miami, FL 33128. The property is approximately 40'H by 80'W, facing the south bound traffic of Interstate 95 as shown on Exhibit A attached hereto.
8. **Nature of the Lease Agreement**
- A. This Lease Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Lease Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Lease Agreement that are not contained in this Lease Agreement, and that this Lease Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Lease Agreement shall be of no force or effect, and that this Lease Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- B. The Lessee shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- C. The Lessee acknowledges that this Lease Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Agreement. All things not expressly mentioned in this Lease Agreement but necessary to carrying out its intent are required by this Lease Agreement, and the Lessee shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Lessee shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Agreement. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- E. The Lessee acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Lessee agrees to provide input on policy issues in the form of recommendations. The Lessee agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Lessee agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
9. **Term:** The Lease Agreement shall become effective on the date indicated on the first page of this Lease Agreement, and shall be for the duration of sixty (60) months. The County, at its sole discretion, reserves the right to exercise the option to renew this Lease Agreement for a period for one (1) additional sixty (60) month term. The County reserves the right to exercise its option to extend this Lease Agreement for up to one hundred-eighty (180) calendar days beyond the current Lease Agreement period and will notify the Lessee in writing of the extension. This Lease Agreement may be extended beyond the initial one

hundred-eighty (180) calendar day extension period by mutual agreement between the Landlord and the Lessee, upon approval by the Board of County Commissioners.

10. **Minimum Annual Guarantee (MAG) – Base Rent:** Lessee, in consideration of the use of the property does hereby covenant and agree with the Landlord to pay the Landlord without deduction or set off of any kind the sum of \$TBD (plus tax) per annum as MAG in twelve equal monthly installments \$TBD (plus tax), due by the first day of each month, without billing, throughout the term of the Lease Agreement, hereinafter referred to as "Base Rent". The Base Rent shall be adjusted upward at the end of each Lease Agreement year at a rate consistent with the latest Consumer Price Index (CPI), under the City of Miami Group, for all Urban Consumers, under Other Goods and Services. In the event that the Lease Agreement is executed after the first of the month, the base Rent will be pro-rated for the said month accordingly.
11. **Percentage of Monthly Gross Receipts – Additional Rent:** In addition to the Base Rent Lessee agrees to pay to the County, monthly, an amount equal to _____% (plus tax) of monthly Gross Receipts hereinafter referred to as "Additional Rent". Additional Rent shall be paid to the Landlord on or before the 10th day, following the end of each month during the term of this Lease Agreement, and on or before the 10th day of the month following the expiration or earlier termination of the Lease Agreement.
12. **Sales Tax:** The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7%) on the amounts payable to the County, including monthly Gross Receipts payments, under this Lease Agreement. This Sales and Use Tax shall be payable to the County, when rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Guaranteed Monthly Rent unless otherwise determined by the State of Florida.
13. **Additional Taxes:** If at any time during the term of this Lease Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on CSF and the property for the purposes of this Paragraph.
14. **Taxes on Lessee's Personal Property:** Lessee shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about CSF by Lessee.
15. **Late Payment Charge:** In the event that the Lessee fails to make any payments on time, as required to be paid under the provisions of this Lease Agreement, within ten calendar days of the due date, interest at the rate of 18% per annum shall accrue against all such delinquent payment(s) from the original due date, until the Landlord actually receives payment. The right of the County to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Lease Agreement, or to pursue other remedies provided by law.

16. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Base Rent and Additional Rent and the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.
17. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease Agreement, the Lessee shall incur and pay a service charge of \$25.00 if the face value of the dishonored check or draft is \$50.00 or less, \$30.00 if the face value of the dishonored check or draft is more than \$50.00 and less than \$300.00, or \$40.00 if the face value of the dishonored check or draft is \$300.00 or more, or five percent of the face amount of such check(s), whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, the Landlord may require that future payments required pursuant to this Lease Agreement be made by cashier's check or other means acceptable to the Landlord.
18. **Payment of Rent:** The Base Rent and Additional Rent as well as other amounts payable by Lessee to the Landlord, under the terms of this Lease Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement, except as hereinafter provided. All rental and percentage fees provided for in this Agreement shall be paid or mailed to:
- Miami-Dade County
General Services Administration, facilities and Utilities Management Division
c/o Operations Manager
200 NW 1st Street
Miami, FL 33128
- (Checks shall be made payable to the "Miami-Dade County Board of County Commissioners.")
19. **Accord and Satisfaction:** No payment by Lessee or receipt by Landlord of a lesser amount than any payment of Base Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Base Rent or Additional Rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Base Rent or Additional Rent be deemed an accord and satisfaction. The Landlord may accept such check or payment without prejudice to County's right to recover the balance of such Base Rent or Additional Rent or pursue any other remedy provided in this Agreement, at law or in equity.
20. **Gross Receipts:**
- A. Gross Receipts Defined: "Gross Receipts" means all monthly receipts from revenue for services performed under this Lease Agreement.
- B. Lessee's Certification of Receipts: Lessee shall submit to Landlord on or before the 10th day following the end of each month during the term of this Lease Agreement and on or before the 10th day of the month following the expiration or earlier termination of the term, a monthly gross sales report, backed by Florida Department of Revenue Sales Return Slip. Lessee shall submit to Landlord on or before the 60th day following the end of each of County's Lease Agreement year an Annual Written Statement, signed by Owner, CEO, or Financial officer of the Lessee and certified by it to be true and correct, setting forth the

amount of Gross Receipts during the preceding Lease Agreement Year, which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

C. Examination of Lessee's Books and Records: Such books and records as are necessary to determine the amount of any Percentage of Monthly Gross Receipts payable to County shall be subject to examination by County or its authorized representatives at reasonable times during Lessee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Lessee's business. All information obtained by County or its authorized representatives from Lessee's books and records shall be kept confidential by County and all such representatives except in connection with any mortgage or assignment of this Lease Agreement for financing purposes or if subject to the requirements of Florida Public Records Act.

The acceptance by Landlord of payments of Percentage of Monthly Gross Receipts or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of Lessee's books and records of its Gross Receipts.

E. Audit of Lessee's Business Affairs and Records: Landlord shall have the right to cause, upon five (5) days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the Facility or at some other mutually agreeable location. If the result of such audit shall show that Lessee's statement of Gross Receipts for any period has been understated, Lessee shall pay Landlord the amount due. If such understatement is three percent (3%) or more, Lessee shall pay Landlord the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon Landlord and Lessee. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Lease Agreement. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this Lease Agreement for financing purposes.

F. If Lessee fails to record, maintain, or make available sales supporting documentation as specified above, Lessee may be deemed by the County to be in default of this Lease Agreement.

21. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Lease Agreement, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance or interference with Lessee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the CSF, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Lessee's use of CSF.

22. **Condition of Leased Property:**

Lessee hereby accepts the leased property in the condition they are in at the beginning of this Lease Agreement.

23. Common Areas, Utilities and Maintenance:

A. Common Areas shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by CSF building, meaning all parking levels, cooling equipment and offices located within the CSF building, for the common or joint use or benefit of Lessees of the CSF, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed spaces, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.

B. Access to CSF Common Areas by Lessee, its affiliates and/or subcontractors is strictly prohibited unless prior approval is granted by, and arrangements made with Landlord or its agent.

C. Utilities. The Lessee, at its sole cost, may, on the basis of specifications approved by Landlord, procure the installation of Mural night-illumination within said leased property. However, it is understood and agreed that the nature of the business to be conducted, as stated herein, does not require the need for such illumination or for any other utility services. Lessee further agrees and understands that the County has caused all necessary utility lines and services to be brought to the Leased Premises. Lessee shall not place (or cause to place) any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the CSF building as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

D. Maintenance. The Lessee agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary required to keep the leased property and any improvements thereto in a state of good repair, and in a safe and clean condition at all times. Landlord shall notify Lessee after discovering any maintenance deficiencies, which Lessee is responsible for maintaining and Lessee shall make the necessary maintenance promptly after said notice.

24. County Approval: The nature, size, shape and installation of Lessee's Mural advertising signs within must first be approved in writing by the County. Lessee may make any and all changes and/or modifications upon obtaining written approval from Landlord. Said approval shall not be unreasonably held. Lessee agrees that Lessee will obtain prior written approval from the County in all of the following matters: a) changes from originally approved specifications, signage and graphics; b) equipment Lessee plans to install requiring any building modifications; c) altering the aesthetics of the CSF; and d) making use of the County's name. Mural must be maintained in good condition and appearance.

25. Personnel: The Lessee shall provide the Landlord with the name and telephone number of a single point of contact as the Lessee's Project Manager who will represent and act on behalf of the Lessee in all matters related to the operations under this Lease Agreement. Said Project Manager shall be available to timely respond to project-related concerns raised by the Landlord to protect the integrity of CSF, and shall be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Lease Agreement.

26. Hurricane Preparedness: The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for CSF.

27. Maintenance Responsibilities of Lessee, Appearance of Mural: Lessee shall, at its sole cost and expense, keep and maintain the Mural in a clean and good condition. The

provision of all maintenance for the Mural is the sole and exclusive responsibility of the Lessee. Upon failure of the Lessee to maintain the Mural as required in this Paragraph, the Landlord may, after fifteen days written notice to the Lessee, perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute additional rental(s), and shall be billed to and paid by the Lessee.

28. **Inspection by County:** The Landlord shall have the authority to make periodic reasonable inspections of the property, equipment, and operations during the normal operating hours thereof to determine if such are being maintained. The Lessee shall make any improvements in cleaning or maintenance methods reasonably required by the Landlord. Such periodic inspections may also be made at the Landlord's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease Agreement.
29. **Right of Entry:** The Landlord or any of its agents shall have the right to enter upon the property at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements as the Landlord deems necessary, but the Landlord assumes no obligation to make repairs in the Mural other than those expressly provided for in this Agreement. The Landlord agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the Landlord will diligently proceed therewith to completion.
30. **Permits and Regulations:** Lessee covenants and agrees that Lessee will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws.
31. **Damage or Destruction of Property:** Lessee shall repair all damages to the property caused by the Lessee, its employees, agents, contractors, or independent Lessees. If either the Mural or CSF are partially damaged, but not rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Base Rent payable hereunder for the period of the Lessee's business interruption, shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Lessee's business interruption a pro-rata adjustment shall be made as to the Base Rent. In the event the said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, the Lessee and the Landlord shall be under no obligation to repair and reconstruct the premises, and adjustment of the payment payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly.
32. **County's Repair, Facility Repairs, Alterations and Additions by the County:** The Landlord, as its responsibility, and at its expense (except if the damage is caused by Lessee, its employees, agents, or independent Lessees), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the

CSF and the Common Areas of CSF. There shall be no allowance to Lessee for a diminution of monthly guarantee value for interruption of business and no liability on the part of the Landlord by reason of inconvenience, annoyance, or injury to business arising from the County, Lessee or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the property or CSF, or to fixtures, appurtenances, or equipment thereof. The Landlord shall have the absolute right to make repairs, alterations, and additions to any structures and facilities, including the Wall under this Agreement, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference with Lessee's operations of the property, for short term disruption of one week or less to Lessee's business where adequate accommodations can be made to minimize the inconvenience and injury to Lessee's business. If the Lessee's business is interrupted for more than one week, a pro rata adjustment of the Base Rent payable hereunder for the period of such interruption shall be made.

33. Alterations by Lessee

Lessee may make any and all changes and/or modifications to the leased property permitted by law upon obtaining written approval from Landlord. Said approval shall not be unreasonably withheld.

34. Performance of Obligations: Lessee covenants at all times to perform promptly all of the obligations of Lessee set forth in this Lease Agreement.

35. Assignment and Successors in Interest: Lessee shall not assign this Lease Agreement or any portion thereof, nor any property associated with this Lease Agreement without prior written approval of the Landlord. Unapproved assignment shall be grounds for immediate termination of this Lease Agreement at the County's discretion. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on assignees and other successors as may be approved by the Landlord.

Lessee shall not enter into any sub-agreement for services required to be provided under this Lease Agreement without prior written approval of the Landlord. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on any sub-Lessees, including percentage payments on Gross Receipts as defined in this Lease Agreement. Lessee shall be liable for acts and omissions by any sub-Lessee affecting this Lease Agreement. The Landlord reserves the right to require the removal of any sub-Lessee of the Lessee for any cause for which Lessee may be terminated. Any sub-agreement for services must be made available and accounted for through the Lessee so as to provide seamless service to the public as if provided directly by the Lessee.

All covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

36. Indemnification and Insurance

The Lessee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

performance of this Lease Agreement by the Lessee or its employees, agents, servants, partners principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Lessee expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by the Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Lessee shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Lessee. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Lessee hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Lessee of this liability and obligation under this section or under any other section in this Agreement.

Award of this Lease Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Lessee to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease Agreement, the Lessee shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Lessee fails to submit the required insurance documents in the manner prescribed in this Lease Agreement within twenty (20) calendar days after County notification to comply, the Lessee shall be in default of the contractual terms and conditions and award of the Lease Agreement will be rescinded, unless such time frame for submission has been extended by the County.

The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Lease Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Lessee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Lease Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Lease Agreement.

37. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons on the property other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

38. **No Liability For Personal Property**

All personal property placed or moved in the leased property above described shall be at the risk of Lessee or the owner thereof. Landlord shall not be liable to Lessee or any third party for any damage to said personal property unless caused by or due to negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

39. **Manner of Performance**

A. The Lessee agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Lessee's personnel performing services hereunder at the behest of the County. Removal and replacement of any Lessee's personnel as used in this Article shall not require the termination and or demotion of such Lessee's personnel.

B. The Lessee agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.

The Lessee agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Lessee warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Lessee shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

E. The Lessee shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Lease Agreement.

40. Severability

If this Lease Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Lease Agreement without affecting the binding force of this Lease Agreement as it shall remain after omitting such provision.

41. Termination of Lease Agreement by County: The occurrence of any of the following may cause, at the Landlord's discretion, this Lease Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Termination upon written notice by the Landlord:

- i. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee.
- ii. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days.
- iii. Assignment by Lessee for the benefit of creditors.
- iv. The discovery of any misstatement in the Lessee's Proposal leading to award of this Lease Agreement, which in the determination of the Landlord significantly affects the Lessee's qualifications to perform under the Lease Agreement
- vi. Failure to cease any activity which may cause limitation of Landlord's use of CSF.

B. Termination after ten (10) calendar days written notice by the Landlord by certified or registered mail to any known address of Lessee set forth in this Lease Agreement hereof for doing any of the following:

- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s), including any late payment charges, during the ten (10) calendar day period following mailing of the written notice.
- ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from receipt of written notice.

C. Termination after fourteen (14) days written notice by the Landlord either by certified or registered mail to the address of the Lessee set forth in this Lease Agreement:

- i. Non-performance of any covenant of this Lease Agreement other than non-payment

- of payment or performance fees and others listed in A and B above, and failure of the Lessee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
- ii. A final determination in a court of law in favor of the Landlord in litigation instituted by the Lessee against the Landlord or brought by the Landlord against Lessee.
- D. Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has repetitively defaulted (4) four times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default as provided herein above, the Lessee may be determined by the County's Project Manager to be an "habitual violator". At the time that such determination is made, the County shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease Agreement. In the event of any such subsequent breach or default, the Landlord may terminate this Lease Agreement upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at CSF, and proceed to remove all its personal property in accordance with this Lease Agreement.

42. Termination and Suspension of Work

- A. The Landlord may terminate this Lease Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- B. The Landlord may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Lessee may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Lease Agreement, the Landlord may at any time, in its sole discretion, with or without cause, terminate this Lease Agreement by written notice to the Lessee and in such event:

- D. The Lessee shall, upon receipt of such notice, unless otherwise directed by the Landlord:
- i. stop work on the date specified in the notice ("the Effective Termination Date");

- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Lease Agreement; and
- E. In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

Following the termination of this Lease Agreement the Lessee, within fifteen (15) calendar days, or earlier if determined by the Landlord, shall forthwith remove all of its personal property not acquired under the terms of this Lease Agreement. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the Landlord for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the Landlord for whatever disposition is deemed to be in the best interests of the County. The Landlord shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease Agreement. The Landlord shall have the senior interest in the Lessee's personal property. Lessee shall not remove any equipment, supplies, or fixtures from CSF at any time without pre-approval in writing from the Landlord. Lessee shall be liable for any expenses incurred by the Landlord in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the Landlord for any expenses incurred by the Landlord in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease Agreement that all furnishings and equipment purchased or leased by the Lessee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the Landlord in the condition set forth in this Paragraph.

43. Surrender of Leased Property

Lessee agrees to surrender to Landlord, at the end of the term or earlier termination of the term of this Lease Agreement or any extension thereof, said leased property in as good a condition, subject to ordinary wear and tear, as said leased property was at the beginning

of the term of this Lease Agreement. All signs shall be removed by the Lessee at the termination of this Agreement and any damage or unsightly condition caused to property because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee. Lessee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Lease Agreement.

44. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of CSF for the purposes of this Lease Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Lease Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Wall for the purposes of this Lease Agreement, this Agreement will be null and void and unenforceable by any party to this Lease Agreement and the County shall have no further liability under this Lease Agreement. If the County deems the Lease Agreement null and void by function of this Paragraph, the County will not be liable to the Lessee for damages arising there from and the County shall have no further liability under this Lease Agreement.
45. **Lien:** The Landlord shall have a lien upon all personal property of the Lessee on the Facility to secure the payment to the Landlord of any unpaid money accruing to the Landlord under the terms of this Lease Agreement.
46. **Mechanics', Materialmen's and Other Liens**
Lessee agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the leased property for work or materials furnished to Lessee; it being provided, however, that Lessee shall have the right to contest the validity thereof. Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any such lien to be released off record without cost to landlord.
47. **Non-Discrimination**
During the performance of this Lease Agreement, Lessee agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- By entering into this Agreement with the Landlord, the Lessee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Lease Agreement shall be void if the Lessee submits a false affidavit pursuant to this Resolution or the Lessee violates the Act or the Resolution during the term of this Agreement, even if the Lessee was not in violation at the time it submitted its affidavit.
48. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition

herein contained. The subsequent acceptance of Base Rent and Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure of Lessee to pay the particular Base Rent and Additional Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent and Additional Rent. No covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord, nor, shall there be any accord and satisfaction unless expressed in writing and signed by both Landlord and Lessee.

49. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Lessee's operations under this Agreement. Failure to do so will constitute a breach of the Agreement.
50. **Notices:** Any notices submitted or required by this Lease Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the County:

- a) To the Project Manager (to mean the County Manager or the duly authorized representative designated to manage the Project):

Miami-Dade County
General Services Administration
111 NW 1st Street, Suite 2460
Miami, Florida 33128
Attn: Director
Phone: (305) 375-2495
Fax: (305) 375-4968

and

- b) To the Contract Manager (to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract):

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-0000
Fax: (305) 375-0000

2. To the Lessee:

Attention:
Phone:
Fax:
Email:

Or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, that notice will have the effect of being constructively received by the recipient.

51 Authority Of The County's Project Manager

- a) The Lessee hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Lease Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Lessee shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Lessee agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.
- c) The Lessee must, in the final instance, seek to resolve every difference concerning the Lease Agreement with the County's Project Manager. In the event that the Lessee and the County's Project Manager are unable to resolve their difference, the Lessee may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Lease Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Lease Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Lessee's performance or any Deliverable meets

the requirements of this Lease Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Lease Agreement. All such disputes shall be submitted in writing by the Lessee to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Lessee. Except as such remedies may be limited or waived elsewhere in the Lease Agreement, Lessee reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

52. **Interpretations:** This Agreement and the appendixes and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written document, properly authorized by both parties and executed. This Lease Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease Agreement shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.
53. **Rights Reserved to County:** All rights not specifically granted to the Lessee by this Lease Agreement are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.
54. **Entirety of Lease Agreement:** The parties hereto agree that this Lease Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.
55. **Headings:** The headings of the various Paragraphs and Sections of this Lease Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease Agreement or any part or parts of this Agreement.
56. **Waiver:** Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease Agreement shall not automatically invalidate the entire Lease Agreement.
57. **No Partnership or Agency:** The Landlord and the Lessee are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves

to be, officers, employees, or agents of the other. This Lease Agreement does not constitute and shall not be represented to constitute a partnership between the Landlord and the Lessee.

58. **Choice of Venue:** Any litigation between the Landlord and the Lessee relating in any way to this Lease Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida.
59. **Audits:** The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Lessee's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Lease Agreement.

Pursuant to County Ordinance No. 03-2, the Lessee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Lessee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

60. **Vendor Registration and Forms/Conflict of Interest**

a) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Lease Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

b). Vendor Registration

The Lessee shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

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61. Inspector General Reviews:***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Lessee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Lessee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Lessee, its officers, agents, employees, sub Lessees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Lessee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Lessee or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Lessee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent

Section 5.0

private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Lessee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Lessee from the Inspector General or IPSIG retained by the Inspector General, the Lessee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Lessee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful sub-Lessees and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

62. **Written Agreement:** This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto`.
63. **Survival:** The parties acknowledge that any of the obligations in this Lease Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Lessee and the County under this Lease Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary PublicAttest: _____
Clerk of the Board

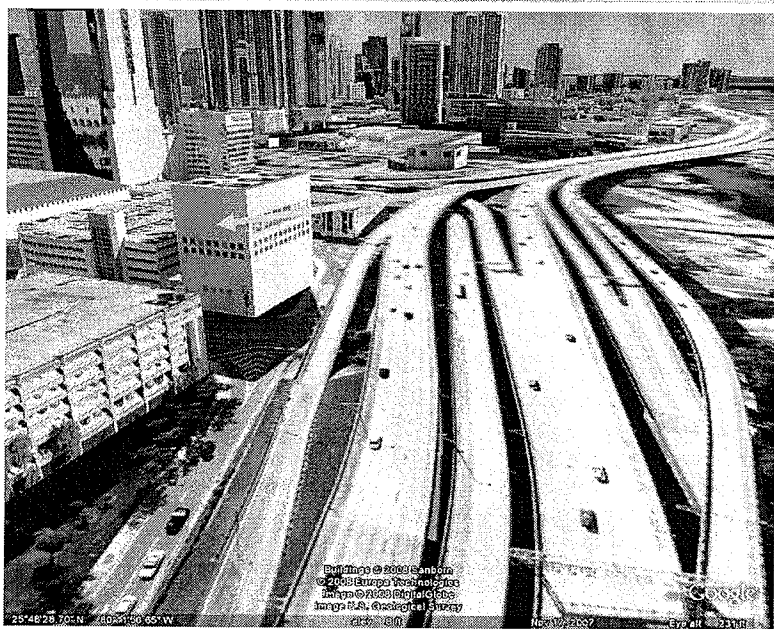
Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

SAMPLE PRO FORMA		Appendix A				
Revenue	Reference	Year 1	Year 2	Year 3	Year 4	Year 5
Sales						
Gross Sales Revenue						
Less Sales Tax Collected	n%					
Net Sales Revenue						
Costs						
Payroll						
Total Payroll Costs						
Taxes and Benefits	n%					
Total Payroll Costs, Taxes and Benefits						
Cost of Goods						
Total Cost of Good						
Operating Expenses						
Corporate Overhead						
Insurance						
Repair & Maintenance						
Utilities						
Professional Services						
Misc Costs						
Vehicle						
Total Operating Expenses						
Interest and Depreciation						
Interest						
Depreciation						
Total Monthly Interest and Depreciation	n%					
Percentage of Gross Receipts						
Net Profit or (Loss)						
Note: Miscellaneous Includes						
Licenses/Taxes						
Depreciation: represents annual charges for replacements of inventory.						
Net Profit: (Revenue-Total Expenses)						

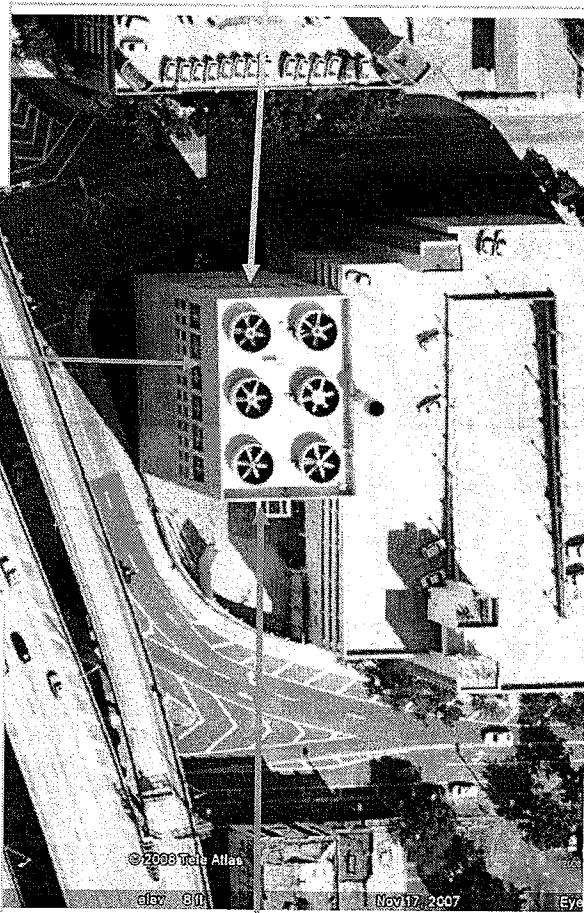
Exhibit – A

(North and South Views of CSF Facility located at 200 NW 1 Street, Miami)



"North Façade"
Viewed From I-95.

(not included in this RFP)



West Façade
(contiguous wall to South
exposure)



"South Façade"
Viewed From i95

(Subject Site)

PROPOSAL SUBMISSION PACKAGE**Request for Proposals (RFP) No. 694
Lease of Wall Space for Advertising Mural
at Miami-Dade Central Support Facility**

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PACKAGE** completed as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

5. Proposal Submission

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.:
RFP Title:
Proposal Due Date:

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____		
IF CORPORATION,		
Date Incorporated/Organized: _____		State Incorporated/Organized: _____
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
CRIMINAL CONVICTION DISCLOSURE:		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
PROPOSER'S AUTHORIZED SIGNATURE		
Failure to sign this A-1 Form, or to otherwise demonstrate Proposer's intent to be bound to this proposal, will render the proposal non-responsive.		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

Proposer Information

Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirements for this Solicitation is that the Proposer must be the holder of an active "Mural Permit," as defined and regulated by Article XIII of the Charter and Code for the City of Miami, related to Zoning Approval for Temporary Uses and Occupancies.

Proposer's Experience and Past Performance

2. State the number of years that the Proposer has been in existence, the current number of employees and the primary geographic markets served.

Describe the Proposer's past performance and number of years experience related to the services requested herein, including:

- a) Managing, operating, and leasing outdoor wall mural venues;
- b) Operating an advertising program or revenue initiatives for venues with continuous large population exposure locations;
- c) Marketing to, and contracting with clients willing to advertise in such venues at market rates; and
- d) Installing and maintaining wall murals.

The description should identify for each project:

- (i) client;
- (ii) description of work;
- (iii) total dollar value of the contract;
- (iv) dates covering the term of the contract;
- (v) client contact person and phone number; and
- (vi) statement of whether Proposer was the prime contractor or subcontractor.

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

3. Provide a detailed table listing of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project:
 - (i) property client;
 - (ii) client contact person and phone number;
 - (iii) type of advertising display;
 - (iv) fee structure;
 - (v) gross annual advertising revenue;
 - (vi) total annual dollar value of fees, rent, et al paid for site;
 - (vii) dates covering the term of the contract;
 - (viii) any non-rent consideration provided on the contract [e.g. no-cost advertising for Landlord, etc.]; and
 - (ix) representative listing of advertising clients displayed at site.

Where possible, list and describe those projects performed in Miami-Dade and Broward County, Florida or government clients or similar size private entities (excluding any work performed for the County). The examples should evidence the Proposer's ability to finance, design, install, maintain and operate innovative advertising programs. Following is a sample table for format of listing.

Proposer Information

Owner/ Property Client	Property Contact Name and Phone #	Type of Display	Fee Structure	Gross Annual Advertising Revenue	Annual Rental Fees	Dates	Non-rent consideration (if any)	Advertising Clients
Miami-Dade County	John Doe (305) 000-0000	Wall Mural	% of Monthly Gross Revenue	\$1,000,000	\$500,000	6/1/2009 – 5/31/2010	No-cost ads for County special events	Ford Motor Co. GAP American Airlines

4. List all contracts, if any, which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - (i) name of the County Department which administers or administered the contract;
 - (ii) description of work;
 - (iii) total dollar value of the contract;
 - (iv) dates covering the term of the contract;
 - (v) County contact person and phone number; and
 - (vi) statement of whether Proposer was the prime contractor or subcontractor.
5. Describe any other experiences related to the type of work or services described in the Scope of Services (see Section 2.0) and any other information which may be specific to the required services to be provided.

Key Personnel and Subcontractors Performing Services

6. Provide an organization chart showing the Proposer's Project Manager, all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's Project Manager, other employees and those of the subcontractors or sub-consultants.
7. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
8. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. This information shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
9. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.
10. Provide the plan for retention, describing how the Proposer shall ensure the same level of qualification and experience, of all proposed key personnel who will be assigned to this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposer Information

Proposed Approach to Providing the Services

11. Provide proof, if applicable, that City of Miami Mural Permit meets conditions required by City of Miami for transfer of permit from existing site to the County site within the required time frame.
12. Explain the Proposer's position to commence mural installation at the subject site within 120 days following contract award.
13. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
14. Describe Proposer approach by demonstrating how, through advertising, the selected Proposer will execute the objectives and implementation of the work in this project, including how the Proposer intends to maximize revenue for the project.
15. Describe Proposer's specific plan and processes in actively soliciting and selling advertising and revenue initiative projects on a local, regional and national level.
16. Describe the Proposer's Master Plan as described in Section 2.4.A(9). Provide concepts, strategies, resources, including but not limited to:
 - a. Standard specifications for proposed murals. For example: material composition, support framework, anchoring or other hardware mechanisms, lighting (if any is proposed), installation method and time requirement for same.
 - b. Design and approval process for specific advertisements and County role in same.
 - c. Nature of marketing plan and how it will provide for the most desirable advertisers and the highest advertising rates possible, as well as the potential for advertisements by local business or for goods and services provided by local businesses.
 - d. Proposed non-rent considerations, if any, e.g., no-or-low-cost advertising for County events and or programs.
17. Provide a project schedule identifying specific key tasks and duration for the implementation of the Master Plan for the project.
18. Describe in detail the Installation and Maintenance Plan as described in Section 2.4.B(2), to service all advertising devices under this RFP (i.e., display cleaning, light replacement, etc.). Plan should include all steps Proposer will take to ensure absolute cleanliness, good condition and safety of installed signage and any related furnishings.
19. Describe in detail, services and enhancements that the Proposer could provide in addition to the Scope of Services.
20. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Financial Information

21. Provide a Pro Forma Statement showing five years of projected sales and expenses (during initial term of lease agreement. Statements that are artificially inflated or otherwise skewed may be evaluated as less desirable than reasonable Pro Forma Statements, (see sample Pro Forma Statement – Appendix A)

Proposer Information

22. Provide documentation proving Proposer's financial strength and ability to provide start-up operations and reasonable working capital to handle this project. Such documentation may include its most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial situation. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Revised 2/3/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

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 _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

Form B-1**PRICE PROPOSAL SCHEDULE**
FOR BASE RENT AND ADDITIONAL RENT**INSTRUCTIONS:**

The Proposer's price shall be submitted on this **Form B-1 "Price Proposal Schedule"**, and in the manner stated herein; there is no exception to this requirement. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

Note: Miami-Dade County is exempt from all taxes (Federal, State and Local). Tax Exemption certificate furnished upon request.

A. BASE RENT (Minimum Annual Guarantee)

The selected Proposer hereby offers the following Base Rent, of no less than \$25,000, to be paid in twelve monthly installments, due on the first day of each month, without billing, for providing all services as stated in the Scope of Services, attached herein.

Minimum Annual Guarantee	\$ _____ Annually
---------------------------------	-----------------------------

Note: The County reserves the right to negotiate the Base Rent for the period of the Lease Agreement. The Base Rent shall be adjusted upward at the end of each Lease Agreement year, based on the rate consistent with the latest Consumer Price Index (CPI). However, as stated in Section 4.6 of this Solicitation, the County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

PLUS**B. ADDITIONAL RENT**

The Proposer shall state the Additional Rent as a percentage of monthly gross receipts, under the Lease Agreement, to be paid in twelve monthly installments, due on the tenth day of each month, for each preceding month, for providing all services as stated in the Scope of Services, attached herein.

_____ % of Total Monthly Gross Receipts

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____