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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 18, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Amended
Agenda Item No. 8(O)(1)(B)

Resolution No. R-568-10

Subject: Recommendation for Approval to Award Contract No. RFP702: Lease of Wall Space for Advertising Mural at Miami-Dade Central Support Facility

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to lease the south facade of the County's Central Support Facility (CSF) for the purpose of mural advertising services.

CONTRACT NO:	RFP702
CONTRACT TITLE:	Lease of Wall Space for Advertising Mural at Miami-Dade Central Support Facility (CSF) located at 200 N.W. 1st Street, Miami, Florida, 33128
DESCRIPTION:	To establish a contract to lease the south facade of the CSF to operate an outdoor advertising venue. The selected proposer shall develop an advertising program to 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.
TERM:	Five years with one, five-year option-to-renew
APPROVAL TO ADVERTISE:	November 4, 2009
CONTRACT AMOUNT:	$1,150,000 in estimated revenue for initial five-year term of the contract. If the County exercises the one, five-year option-to-renew, the total contract estimated value will be $2,300,000.

USING/MANAGING AGENCY AND ANTICIPATED REVENUE:

Department	Anticipated Revenue	Project Manager
General Services Administration	$1,150,000	Jerry S. Hall, General Services Administration

DPM AGENT/OFFICER: Lydia Osborne, Department of Procurement Management

METHOD OF AWARD: Awarded to the second highest ranked responsive, responsible vendor based on the evaluation criteria established in the solicitation and the application of Local Preference. A full and open competitive Request for Proposals process was used.

VENDORS RECOMMENDED FOR AWARD:

Vendor	Address	Principal
Fuel Miami, LLC (Local Vendor)	2610 North Miami Avenue Miami, FL 33127	Sergio Fernandez de Cordova

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

VENDORS NOT RECOMMENDED FOR AWARD:

Van Wagner WWRAMV Miami, LLC
City Outdoor Florida, LLC
Trilogic Outdoor, LLC

CONTRACT MEASURES: No Measure. This a revenue generating contract.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The User Access Program will not apply as this is a revenue generating contract.

LOCAL PREFERENCE: Local Preference was considered in accordance with applicable ordinance, and affected the outcome. The second highest ranked firm, Fuel Miami, LLC, was within 5% of the highest ranked firm, Van Wagner WWRAM Miami, LLC. Both firms claimed Local Preference. However, only the second highest ranked firm, Fuel Miami, LLC, met the Local Preference requirements.

Van Wagner WWRAM Miami, LLC did not meet the requirement for Local Preference as the firm did not have a Local Business Tax Receipt in the name of the proposer issued by the County at least one year prior to proposal submission. Rather, the proposer had a Local Business Tax Receipt issued by the County for only 68 days prior to the proposal submission date. The firm also claimed Local Preference based on Local Business Tax Receipts in the

name of Van Wagner Communications, LLC, and a different entity.

This application of Local Preference was reviewed with the County Attorney's Office (CAO) to ensure consistency with the Miami-Dade County Code. The CAO concurred that Van Wagner WWRAM Miami, LLC did not meet the Local Preference requirements.

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

Miami-Dade County, through General Services Administration (GSA), is seeking to establish a contract with a qualified firm to lease the south façade of the County's Central Support Facility (CSF) to provide wall mural advertising services. The CSF is located at 200 NW 1st Street, Miami, Florida and sits adjacent to Interstate I-95 with excellent exposure to both south and north bound traffic. The south-façade has a space approximately 40'H x 80'W. The height of the wall surface offers optimum unobstructed exposure to the Interstate, making this facade an ideal spot to locate advertising wall murals.

The County previously issued a solicitation for these services which prohibited the advertisement of alcoholic beverages and tobacco products. During the solicitation process, multiple potential proposers indicated that the revenue to the County could be greatly increased with the allowance of the advertisement of alcoholic beverages. After careful consideration, GSA determined that it would benefit the County to pursue the revenue stream that such an allowance would produce. Due to this change, the solicitation was canceled and a new solicitation was issued. The new solicitation continued to prohibit the advertising of tobacco products.

The advertising services will provide national and local advertisers a venue and generate a revenue stream for the County. The services will enhance CSF's image without interfering with daily business operations or negatively affecting public safety. The estimated revenue to the County is based on a Minimum Annual Guarantee (MAG) of $220,000, plus 16% of the gross receipts. The MAG shall be adjusted upward at the end of each lease agreement year based on the rate consistent with the latest Consumer Price Index. The firm shall pay the County the first year's MAG upfront, and then monthly, beginning in the second year.

Assistant County Manager

MIAMI-DADE COUNTY
COUNTY ATTORNEY'S OFFICE

To: Lydia Osborne, Ph.D
Procurement Contracting Officer
Department of Procurement Management

From: Monica Rizo
Assistant County Attorney

Re: Local Preference – Request for Proposals No. 702
Lease of Wall Space for Advertising Mural

Date: March 9, 2010

You have asked this office if Van Wagner WWRAM Miami, LLC ("WWRAM"), who submitted a proposal to the above-referenced Request for Proposals ("RFP"), may be considered a "local business" pursuant to Section 2-8.5 of the Miami-Dade County Code of Ordinances (the "County Code"). For the reasons previously communicated to you orally on January 4, 2010 and confirmed via e-mail thereafter, and specifically set forth below, we conclude that Van Wagner WWRAM Miami, LLC does not meet the definition of local business set forth in the County Code.

FACTS

We rely on the information provided orally by you to this office, in your e-mails to this office of February 3, 2010 and March 2, 2010, and the RFP itself.

In your request, you state that WWRAM was the highest ranked firm, but that the second highest ranked firm, Fuel Miami, LLC ("Fuel Miami"), was ranked within five percent (5%) of WWRAM. Both WWRAM and Fuel Miami were claiming that they were local businesses pursuant to the County Code. WWRAM submitted a Local Business Tax Receipt issued to WWRAM on September 23, 2009- only 68 days prior to the RFP submission deadline date. WWRAM also submitted copies of Local Business Tax Receipts for time periods exceeding one year but those Local Business Tax Receipts were issued to "Van Wagner Communications, LLC". A review of company information on www.sunbiz.org, the Florida Department of State's website for Florida companies, shows that WWRAM and Van Wagner Communications, LLC have separate and distinct tax identification numbers and are separate companies. Moreover, WWRAM's registration with the Florida Department of State to transact business in Florida was filed on September 25, 2009- only 66 days prior to the RFP submission deadline date.

Proposals for RFP No. 702 were due to the Clerk of the Board no later than November 30, 2009 at 2:00 p.m. *See* pg. 1 of RFP. Section 4.5 of the RFP provides that:

> 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.

DISCUSSION

Based on the facts set forth above, WWRAM has not submitted a Local Business Tax Receipt which meets the definition contained in Section 2-8.5 of the County Code.

Section 2-8.5(1)(c) of the Code defining "local business" for purposes of the preference provides:

> *Local business* means the vendor has a valid occupational license issued by Miami-Dade County **at least one year prior to bid or proposal submission** to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business ... In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way.

(Emphasis added).

Applying this provision to the instant proposals reveals that WWRAM has not provided an adequate Local Business Tax Receipt to be considered a "local business." The Local Business Tax Receipt that WWRAM provided in its own name was only valid for 68 days prior to the proposal submission deadline; less than the 1-year minimum required by the County Code. Moreover, the Local Business Tax Receipts provided by WWRAM that were for periods longer than 1 year were in the name of another entity.

WWRAM has indicated in correspondence to the Department of Procurement Management that in October 2009, Van Wagner Communications, LLC and World Wide Rush-Amherst Media, JV "combined" their wall mural operations in Miami and created WWRAM. WWRAM requests that the County consider the Local Business Tax Receipts of Van Wagner Communications, LLC and World Wide Rush-Amherst Media, JV in order to establish

WWRAM as a local business. However, the County Code clearly requires that the tax receipt must be in the name of the vendor proposing to provide the services to the County, not an affiliate or commonly owned entity. WWRAM does not have a valid Local Business Tax Receipt sufficient to meet the standard issued in its own name. As such, WWRAM does not meet the definition of a "local business" under Section 2-8.5 of the Code.

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 18, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Amended Agenda Item No. 8(O)(1)(B)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(O)(1)(B)
5-18-10

RESOLUTION NO. R#568-10

RESOLUTION APPROVING A LEASE AGREEMENT WITH FUEL MIAMI, LLC TO LEASE THE SOUTH FAÇADE OF THE COUNTY'S CENTRAL SUPPORT FACILITY FOR THE PURPOSE OF MURAL ADVERTISING SERVICES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH LEASE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP702

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the lease agreement with Fuel Miami, LLC, to allow Fuel Miami, LLC to lease the South Façade of the County's control support facility for the purpose of mural advertising services, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner Natacha Seijas, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

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Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Barbara J. Jordan	nay	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	nay	Rebeca Sosa	aye
Sen. Javier D. Souto	nay		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of May, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

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

Contract No. RFP702

THIS AGREEMENT made and entered into as of this _____day of _____ , 2010, by and between Fuel Miami, LLC, a limited liability corporation organized and existing under the laws of Delaware, having its principal office at 2610 North Miami Avenue, Miami, Florida 33127 (hereinafter referred to as the "Lessee"), and 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"),

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. 702 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement;

WHEREAS, the Lessee has submitted a written proposal dated November 30, 2009, hereinafter referred to as the "Lessee's Proposal", which was the basis for award of this Lease Agreement and which is incorporated by reference herein; and

WHEREAS, the County desires to procure from the Lessee such mural advertisement services for the County, in accordance with the terms and conditions of this Lease Agreement;

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

1. **Definitions:** The following words and expressions used in this Lease Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Lease Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 702 and all associated addenda and attachments, the Lessee's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Lease Agreement Date" to mean the term and commencement date of this Lease Agreement, and shall begin on the date indicated in the first page of this Lease Agreement.

b) The words "Lease Agreement Year" to mean each twelve month period starting from the date on which this Lease Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Lease Agreement.

d) The word "Landlord" to mean Miami-Dade County.

e) The word "Lessee" to mean Fuel Miami, LLC and its permitted successors and assigns.

f) The word "Days" to mean Calendar Days

h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Landlord's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Landlord's Project Manager.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Lessee.

k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of Lease Agreement with the Lessee.

l) The words "Work", "Services", or "Project" to mean all documentation and any items of any nature submitted by the Lessee to the Landlord's Project Manager for review and approval pursuant to the terms of this Lease Agreement, and all matters and things required to be done by the Lessee in accordance with the provisions of this Lease Agreement.

m) The words "CSF" to mean the Central Support Facility, and the word "property" to mean the south façade of the CSF.

2. **Use of Leased Property and Limitations on Use:**

A. The area of the leased property shall be used by Lessee for the installation and maintenance of advertising murals, to carry out the requirements of Appendix A, Scope of Services. 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. Notwithstanding the 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 is strictly prohibited and (iii) political messages, such as campaigning, and obscene or offensive material is also prohibited.

3. **Operations:** Lessee shall continuously and uninterruptedly, install, maintain and operate the Mural at the CSF.

4. **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 the CSF is located.

5. **Non-Exclusivity:** This Lease Agreement is non-exclusive in character and in no way prevents the Landlord from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the Landlord or from authorizing other unrelated advertising services within the CSF. The Lessee shall have no rights to any other location that may be made available by the Landlord.

6. **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. 702 and any associated addenda and attachments thereof, and 4) the Lessee's Proposal.

7. **Property Description:** The CSF building is located at 200 NW 1 Street, Miami, Florida 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 Services under this Lease 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 Services that are necessary for the completion of this Lease Agreement. All 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 continue until the last day of the 60th month. 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 an 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 $220,000.00 (plus tax) per annum as a MAG, hereinafter referred to as "Base Rent". Lessee hereby agrees to pay the Landlord the Base Rent as a lump-sum advance payment of $220,000.00 for the first twelve months of the Lease Agreement. Thereafter, effective the 13th month of the Lease Agreement, Lessee agrees to pay the Landlord the Base Rent in monthly installments of $18,333.33 (plus tax), due by the first day of each month, without billing, throughout the remainder of the Lease Agreement. 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.

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 16% (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 the Base Rent and Additional Rent payments, under this Lease Agreement, unless otherwise determined by the State of Florida. This Sales and Use Tax shall be payable to the County, when applicable rent is due. The County will remit same, less authorized handling deductions, to the State.

13. **Additional Taxes:** If at any time during the term of this Lease Agreement, including any renewal or extension 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, is imposed upon 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 Article.

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, by the due date, as required to be paid under the provisions of this Lease Agreement, ten calendar days after such 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, then Additional Rent, including 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 the Base Rent, Additional Rent, or any obligation arising under this Lease Agreement, the Lessee shall incur and pay a service charge of $25 if the face value of the dishonored check or draft is $50 or less, $30 if the face value of the dishonored check or draft is more than $50 and less than $300, or $40 if the face value of the dishonored check or draft is $300 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. Base Rent and Additional Rent and all other payments provided for in this Lease 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. **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:

            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:

            Miami-Dade County
            Department of Procurement Management
            111 N.W. 1st Street, Suite 1300
            Miami, FL 33128-1974
            Attention: Director

Phone: (305) 375-5548
Fax: (305) 375-2316

2. To the Lessee:

Fuel Miami, LLC
149 Fifth Avenue
New York, NY 10010

Attention: Sergio Fernandez de Cordova
Chief Financial Officer
Phone: (212) 967-7333
Fax: (212) 967-7337
Email: sfdecordova@fueloutdoor.com

If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, said notice will have the effect of being constructively received by the recipient.

20. 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 Landlord's right to recover the balance of such Base Rent or Additional Rent or pursue any other remedy provided in this Lease Agreement, at law or in equity.

21. 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, and on or before the 10th day of the month following the expiration or earlier termination of the term of this Lease Agreement, 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 Lease Agreement Year, an Annual Written Statement, signed by Owner, CEO, or Financial Officer of the Lessee and certified 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, 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.

D. 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 Landlord, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the CSF 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.

E. 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.

22. **Diminution for Landlord'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 Landlord by reason of inconvenience, annoyance or interference with Lessee's business arising from the Landlord 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.

23. **Condition of Leased Property:**
Lessee hereby accepts the leased property in the condition it is in at the beginning of this Lease Agreement.

24. **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.

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 property. 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.

25. Subcontractual Relations

a) If the Lessee will cause any part of this Lease Agreement to be performed by a Subcontractor, the provisions of this Lease Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Lessee; and the Lessee will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Lessee. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Lessee.

b) The Lessee, before making any subcontract for any portion of the services, will state in writing to the Landlord the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Landlord may require. The Landlord will have the right to require the Lessee not to award any subcontract to a person, firm or corporation disapproved by the Landlord.

c) Before entering into any subcontract hereunder, the Lessee will inform the Subcontractor fully and completely of all provisions and requirements of this Lease Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Lease Agreement.

d) In order to qualify as a Subcontractor satisfactory to the Landlord, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Landlord that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Landlord that it has satisfactorily performed services of the same general type which is required to be performed under this Lease Agreement.

e) The Landlord shall have the right to withdraw its consent to a subcontract if it appears to the Landlord that the subcontract will delay, prevent, or otherwise impair the performance of the Lessee's obligations under this Lease Agreement. All Subcontractors are required to protect the confidentiality of the Landlord's and Landlord's proprietary and confidential information. Lessee shall furnish to the Landlord

copies of all subcontracts between Lessee and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Landlord permitting the Landlord to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the Landlord finds the Lessee in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Landlord to any subcontractor hereunder as more fully described herein.

26. **Assumption, Parameters, Projections, Estimates and Explanations:** The Lessee understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Landlord were provided to the Lessee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Landlord makes no representations or guarantees; and the Landlord shall not be responsible for the accuracy of the assumptions presented; and the Landlord shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Lessee. The Lessee accepts all risk associated with using this information.

27. **Landlord Approval:** The nature, size, shape and installation of Lessee's Mural advertising must first be approved in writing by the Landlord. Lessee will be permitted to make any and all changes and/or modifications upon obtaining written approval from Landlord. Said approval shall not be unreasonably held. Lessee shall obtain prior written approval from the Landlord 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 Landlord's name. Mural must be maintained in good condition and appearance.

28. **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.

    All employees of the Lessee shall be considered to be, at all times, employees of the Lessee under its sole direction and not employees or agents of the Landlord. The Lessee shall supply competent employees. The Landlord may require the Lessee to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Landlord property is not in the best interest of the Landlord. Each employee shall have and wear proper identification.

    In the event the Lessee wishes to substitute personnel for the key personnel identified by the Lessee's Proposal, the Lessee must notify the Landlord in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

29. **Independent Lessee Relationship:** The Lessee is, and shall be, in the performance of all work services and activities under this Lease Agreement, an independent contractor, and not an employee, agent or servant of the Landlord. All persons engaged in any of the work or services performed pursuant to this Lease Agreement shall at all times, and in all places,

be subject to the Lessee's sole direction, supervision and control. The Lessee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Lessee's relationship and the relationship of its employees to the Landlord shall be that of an independent contractor and not as employees and agents of the Landlord.

The Lessee does not have the power or authority to bind the Landlord in any promise, agreement or representation other than specifically provided for in this Lease Agreement.

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

31. **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 Article, 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.

32. **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.

33. **Right of Entry:** The Landlord or any of its agents shall have the right to enter upon the property at all 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 Lease 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.

34. **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.

35. **Damage or Destruction of Property:** Lessee shall repair all damages to the property caused by the Lessee, its employees, agents, or subcontractors.

36. **County's Repair, CSF 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 property under this Lease 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.

37. **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.

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

39. **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 Landlord'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 agreement with subcontractors and/or sub-consultants 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 subcontracts, including percentage payments on Gross Receipts as defined in this Lease Agreement. Lessee shall be liable for acts and omissions by any subcontractor affecting this Lease Agreement. The Landlord reserves the right to require the removal of any subcontractor for any cause for which Lessee may be terminated.

Any agreement with subcontractors and/or sub-consultants 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.

40. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

41. **Indemnification and Insurance**
The Lessee shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including

attorneys' fees and costs of defense, which the Landlord 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 Landlord, 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 Landlord or its officers, employees, agents and instrumentalities as herein provided.

Upon Landlord'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 Lease Agreement.

Award of this Lease Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Landlord 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 Landlord. If the Lessee fails to submit the required insurance documents in the manner prescribed in this Lease Agreement within twenty (20) calendar days after Landlord 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 Landlord.

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 Landlord. 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 Landlord 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 Landlord shall suspend the Lease Agreement until such time as the new or renewed certificates are received by the Landlord in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Landlord may, at its sole discretion, terminate this Lease Agreement.

42. **Liability for Damage or Injury:** The Landlord 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 Landlord, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

43. **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.

44. **Patent and Copyright Indemnification:**
a) The Lessee warrants that all Work furnished hereunder, including but not limited to, wall murals, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Lessee shall be liable and responsible for any and all claims made against the Landlord for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Works, or the Landlord's continued use of the Work furnished hereunder. Accordingly, the Lessee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Landlord and defend any action brought against the Landlord with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Work or anything provided to the Landlord hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Lessee shall have the obligation to, at the Landlord's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Landlord, at the Lessee's expense, the rights provided under this Lease Agreement to use the item(s).

d) The Lessee shall be solely responsible for determining and informing the Landlord whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work hereunder. The Lessee shall enter into agreements with all suppliers and subcontractors at the Lessee's own risk. The Landlord may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the Landlord's judgment, use thereof would delay the Work or be unlawful.

e) The Lessee shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

45. Manner of Performance

A. The Lessee agrees to defend, hold harmless and indemnify the Landlord 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 Landlord, occurring on account of, arising from or in connection with the removal and replacement of any Lessee's personnel or subcontractors, performing services hereunder at the behest of the Landlord. Removal and replacement of any Lessee's personnel as used in this Paragraph 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 Landlord, should the Landlord 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 Landlord 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.

46. **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.

47. **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 written notice by the Landlord pursuant to the requirements of Paragraph 19 of this Lease Agreement hereof, upon the terms and conditions also set forth below.

A. Termination immediately, upon written notice, for any of the following:
   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
   v. Failure to cease any activity which may cause limitation of Landlord's use of CSF.
   vi. 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.

B. Termination after ten (10) calendar days upon written notice, for 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 for non-performance of any covenant of this Lease Agreement other than non-payment of payment or performance fees and others listed in items 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.

D. 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 Landlord's Project Manager to be an "habitual violator". At the time that such determination is made, the Landlord 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.

48. Event of Default:

a) An Event of Default shall mean a breach of this Lease Agreement by the Lessee. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Lessee has not delivered Work on a timely basis.

ii. the Lessee has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Lessee has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Lessee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Lessee's creditors, or the Lessee has taken advantage of any insolvency statute or debtor/creditor law or if the Lessee's affairs have been put in the hands of a receiver;

v. the Lessee has failed to obtain the approval of the Landlord where required by this Lease Agreement;

vi. the Lessee has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Lessee has failed in the representation of any warranties stated herein.

b) When, in the opinion of the Landlord, reasonable grounds for uncertainty exist with respect to the Lessee's ability to perform the Services or any portion thereof, the Landlord may request that the Lessee, within the timeframe set forth in the Landlord's request, provide adequate assurances to the Landlord, in writing, of the Lessee's ability to perform in accordance with terms of this Lease Agreement. Until the Landlord receives such assurances the Landlord may request an adjustment to the compensation received by the Lessee for portions of the Services which the Lessee has not performed. In the event that the Lessee fails to provide to the Landlord the requested assurances within the prescribed time frame, the Landlord may:

i. treat such failure as a repudiation of this Lease Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or

through others.

c) In the event the Landlord shall terminate this Lease Agreement for default, the Landlord or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

49. **Notice of Default – Opportunity to Cure:** If an Event of Default occurs, in the determination of the Landlord, the Landlord may so notify the Lessee ("Default Notice"), specifying the basis for such default, and advising the Lessee that such default must be cured immediately or this Lease Agreement with the Landlord may be terminated. Notwithstanding, the Landlord may, in its sole discretion, allow the Lessee to rectify the default to the Landlord's reasonable satisfaction within a thirty (30) day period. The Landlord may grant an additional period of such duration as the Landlord shall deem appropriate without waiver of any of the Landlord's rights hereunder, so long as the Lessee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Landlord prescribes. The default notice shall specify the date the Lessee shall discontinue the Services upon the Termination Date.

50. **Remedies in the Event of Default:** If an Event of Default occurs, the Lessee shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the Landlord for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Lessee shall also remain liable for any liabilities and claims related to the Lessee's default. The Landlord may also bring any suit or proceeding for specific performance or for an injunction.

51. **Termination and Suspension of Work**

A. The Landlord may immediately terminate this Lease Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Landlord 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 Landlord 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 Landlord through fraud, misrepresentation or material misstatement may be debarred from Landlord 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, in its sole discretion, with or without cause, terminate this Lease Agreement by giving 30 days written notice to the Lessee and in such event:

D. The Lessee shall, upon receipt of such notice, unless otherwise specified in the notice from 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 Landlord's materials and property;

iii. cancel orders;

iv. assign to the Landlord and deliver to any location designated by the Landlord any non-cancelable orders for Work that are not capable of use except in the performance of this Lease Agreement and has been specifically developed for the sole purpose of this Lease Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the Landlord under this Lease Agreement; and

E. In the event that the Landlord exercises its right to terminate this Lease Agreement pursuant to this Paragraph, the Landlord will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Lease Agreement up to the Effective Termination Date; and

F. In the event that the Landlord exercises its right to terminate this Lease Agreement prior to the end of the first Lease Agreement Year, pursuant to this Paragraph, the Landlord will refund to the Lessee a pro-rated portion of the first Lease Agreement Year lump sum payment made by the Lessee, for the remaining period of the Lease Agreement Year.

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 Landlord. 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 building, 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.

52. **Surrender of Leased Property**
Lessee agrees to surrender to Landlord, at the expiration or earlier termination of the Lease Agreement, 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 Lease 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.

53. **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 Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. In the event that a referendum vote of the electorate of the Landlord in any way restricts or prohibits the use of the Wall for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. If the Landlord deems the Lease Agreement null and void by function of this Paragraph, the Landlord will not be liable to the Lessee for damages arising there from and the Landlord shall have no further liability under this Lease Agreement.

54. **Lien:** The Landlord shall have a lien upon all personal property of the Lessee on the property to secure the payment to the Landlord of any unpaid money accruing to the Landlord under the terms of this Lease Agreement.

55. **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.

56. **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 Lease 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 Lease Agreement 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 Lease Agreement, even if the Lessee was not in violation at the time it submitted its affidavit.

57. **Conflict of Interest:** The Lessee represents that:

a) No officer, director, employee, agent, or other consultant of the Landlord or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Lease Agreement.

b) There are no undisclosed persons or entities interested with the Lessee in this Lease Agreement. This Lease Agreement is entered into by the Lessee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Landlord, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Lessee directly or indirectly in any manner whatsoever in the execution or the performance of this Lease Agreement, or in the services, supplies or work, to which this Lease Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Lessee or to the best of the Lessee's knowledge any subcontractor or supplier to the Lessee.

c) Neither the Lessee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Lessee shall have an interest which is in conflict with the Lessee's faithful performance of its obligation under this Lease Agreement; provided that the Landlord, in its sole discretion, may consent in writing to such a relationship, provided the Lessee provides the Landlord with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Landlord's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Lease Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Lessee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Lessee shall promptly bring such information to the attention of the Landlord's Project Manager. Lessee shall thereafter cooperate with the Landlord's review and investigation of such information, and comply with the instructions Lessee receives from the Landlord's Project Manager in regard to remedying the situation.

58. **Press Release or Other Public Information:** Under no circumstances shall the Lessee without the express written consent of the Landlord:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Landlord, or the Services being performed hereunder, unless the Lessee first obtains the written approval of the Landlord. Such approval may be withheld if for any reason the Landlord believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission

or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Landlord; and

c) Except as may be required by law, the Lessee and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Lessee or such parties has been approved or endorsed by the Landlord.

59. **No Waiver of Right to Enforce:** The waiver by Landlord 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.

60. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted by the Landlord 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 Lease Agreement. Failure to do so will constitute a breach of the Lease Agreement.

61. **Bankruptcy:** The Landlord reserves the right to terminate this Lease Agreement, if, during the term of any contract the Lessee has with the Landlord, the Lessee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Lessee under federal bankruptcy law or any state insolvency law.

62. **Authority Of The Landlord's Project Manager:**

a) The Lessee hereby acknowledges that the Landlord'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 Lease Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Lessee's 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 Landlord's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Lessee agrees with the Landlord's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Landlord'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 Landlord's Project Manager. In the event that the Lessee and the Landlord'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 Landlord's 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 the Lease Agreement, 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 Paragraph.

63. Mutual Obligations:

a) Nothing in this Lease Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

b) In those situations where this Lease Agreement imposes an indemnity obligation on the Lessee, the Landlord may, at its expense, elect to participate in the defense if the Landlord should so choose. Furthermore, the Landlord may at its own expense defend or settle any such claims if the Lessee fails to diligently defend such claims, and thereafter seek indemnity for costs from the Lessee.

64. Interpretations: This Lease Agreement and the Attachments hereto, and other documents 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 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.

65. **Rights Reserved to Landlord:** All rights not specifically granted to the Lessee by this Lease Agreement are reserved to the Landlord. The designation of any particular remedy for the Landlord is without prejudice to any other relief available in law or equity, and all such relief is reserved to the Landlord.

66. **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.

67. **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.

    All persons engaged in any of the work or services performed pursuant to this Lease Agreement shall at all times, and in all places, be subject to the Lessee's sole direction, supervision and control. The Lessee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Lessee's relationship and the relationship of its employees to the Landlord shall be that of an independent contractor and not as employees and agents of the Landlord.

    The Lessee does not have the power or authority to bind the Landlord in any promise, agreement or representation other than specifically provided for in this Lease Agreement.

68. **Choice of Venue and Law** : 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.

69. **Audits**: The Landlord, 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 Landlord. 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.

    The Lessee shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Lessee and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Lease

Agreement for a period of three (3) years from the expiration date of this Lease Agreement and any extension thereof.

70. Local, State and Federal Compliance Requirements:

Lessee agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Lease Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All Lessees and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Lease Agreement, Lessee shall not be required pursuant to this Lease Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Lessee, constitute a violation of any law or regulation to which Lessee is subject, including but not limited to laws and regulations requiring that Lessee conduct its operations in a safe and sound manner.

71. 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 Lease Agreement. In becoming a Registered Vendor with Miami-Dade County, the Lessee 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 Lessee'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 Lessee'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/Lessee 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 Lessee agrees to comply with all antitrust laws of the United States and the State of Florida.

72. 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 Lease 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 Lease 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 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 subcontractors 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.

73. **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 Landlord 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.

Lessee	Miami-Dade County
By: _____	By: _____
Name: Michael A Friedman	Name: _____
Title: CEO	Title: _____
Date: 2/16/10	Date: _____
Attest: Marisol R. Gonzalez Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board

Corporate Seal/Notary Seal

MARISOL R. GONZALEZ
Notary Public - State of Florida
My Commission Expires Sep 17, 2010
Commission # DD 553129
Bonded By National Notary Assn.

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

SCOPE OF SERVICES

Appendix A

1. Background

The County is leasing 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 General Services Administration, 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 Lessee 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. Objectives

The County is establishing a contract to lease out the south facade of the CSF, for the sole purpose of operating a successful, efficient and professional-appearing outdoor advertising venue. The Lessee 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.

3. Qualification Requirements

A. Minimum Qualifications

The Lessee 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 Lessee has represented to the County the Lessee has:

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.

mmf

4. Services to be Provided

A. General Services

The Lessee shall:

1. Commence mural installation at the subject site within 120 days following Lease Agreement date. This includes the Lessee 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 Lessee. 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 Lessee.
6. Ensure that the Lessee's production and operation personnel meets with General Services Administration's technical personnel within the first 45 days following the Lease Agreement effective date, 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 Lessee's Project Manager to represent and act on behalf of the Lessee 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 Lessee 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 Lessee 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 Lessee shall commence installation of approved advertisement within 90 days from the date the County approves the Plan.

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B. Advertising Installations and Fixtures
The Lessee 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 Lessee.
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 expiration or termination of the Lease Agreement and return the wall in the same condition, order and repair as at the Lease Agreement commencement date, or better, excepting only reasonable wear and tear arising from the use thereof in providing the Services required herein.

C. Advertising Content and Appearance
The County, seeking to raise and maximize revenue for the County, is contracting for the Services contained in the Lease Agreement. The Services requested are specifically limited to building-mounted wall murals. The County intends that its wall space constitute a non-public forum that is subject to the viewpoint-neutral restrictions set forth below:

1. No non-commercial advertising shall be allowed. The term "non-commercial advertising" shall mean advertising not intended to, directly or indirectly, promote products, goods, or services.

2. No advertising shall be allowed that includes advertisement of tobacco and tobacco products.

3. No advertising shall be allowed that contains false, misleading or deceptive materials or that contains libelous material.

4. No advertising shall be allowed that contains material that is obscene.

The County shall review all advertisements for compliance with the requirements set forth herein and may reject any advertisement that violates any of the restrictions contained in this subsection. All advertisements shall be submitted to the County's Project Manager for its review no less than ten (10) business days in advance of the scheduled mural installation date. If the County's Project Manager determines that a proposed advertisement should be rejected because such advertisement violates any of the restrictions set forth in this sub-section, the County's Project Manager shall forward such recommendation for advertisement rejection to the County Manager. The County Manager, after consultation with the County Attorney's Office, shall issue a final determination on the matter. If the County has not approved or rejected a proposed advertisement within ten (10) business

Initials MNP

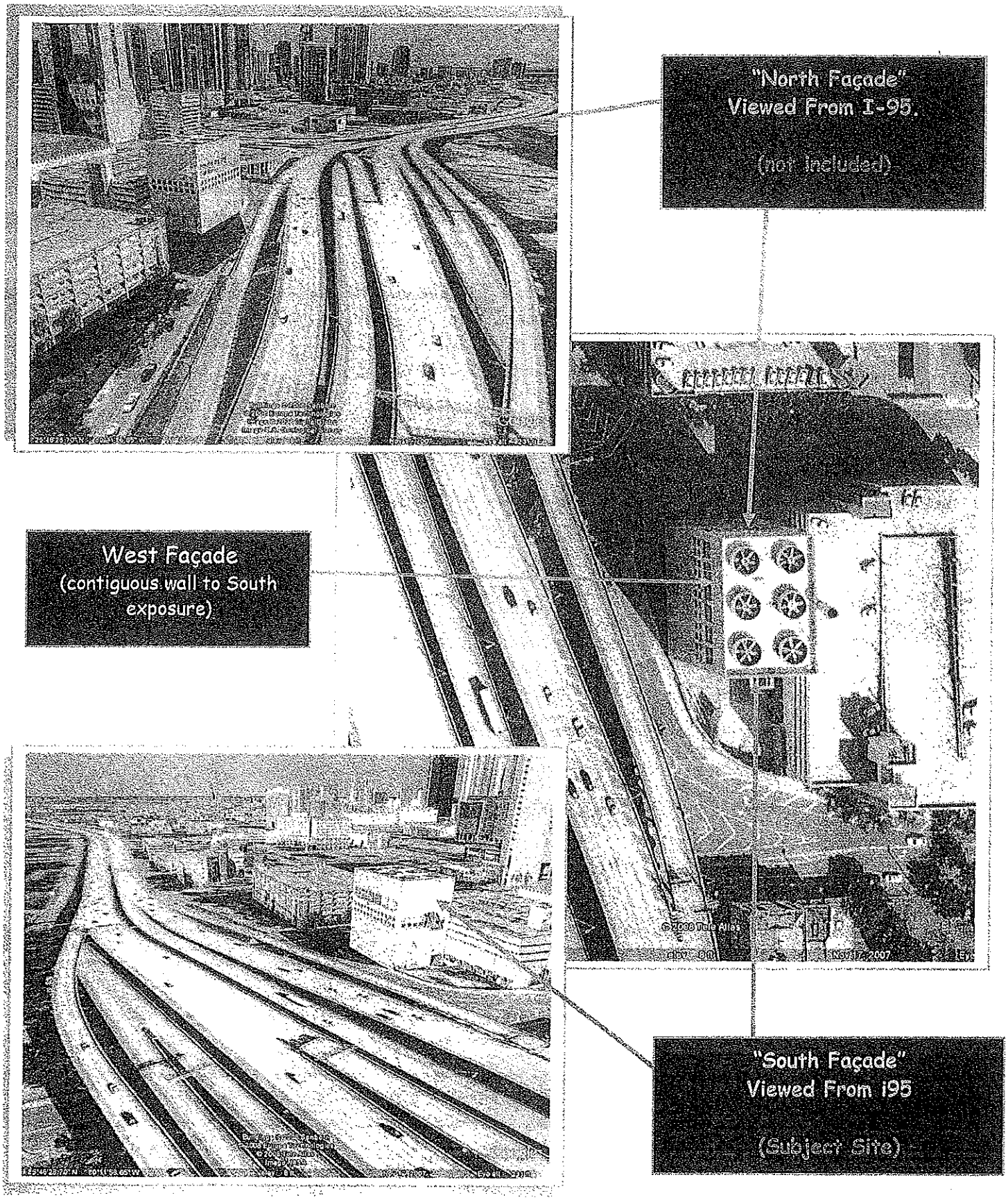
days of submittal, the advertisement shall be deemed approved for all purposes under this Subsection C.

5. <u>County Responsibilities</u>

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.

Exhibit – A

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



Memorandum

MIAMI-DADE COUNTY

Date: January 14, 2010

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Lydia Osborne
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 702, Lease of Wall Space for Advertising Mural

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The County issued a solicitation to obtain proposals from qualified firms to lease the south facade of the County's Central Support Facility for the purpose of mural advertising services.

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the above referenced solicitation following the guidelines published in the solicitation.

Committee meeting dates:
December 3, 2009 (kick-off meeting)
December 17, 2009 (evaluation meeting and recommendation)
January 11, 2010 (recommendation)

Verification of compliance with contract measures:
Not applicable since the Review Committee did not assign any contract measures to this solicitation.

Verification of compliance with minimum qualification requirements:
The solicitation had minimum qualification requirements which were reviewed by the Chairperson, and Dennys Gonzalez, of the client department, General Services Administration. All of the proposers met the requirements.

The final scores are as follows:

Proposer	*Total Score (max.500)*	**Base Rent/ % of Monthly Gross Receipts Submitted*
1. Van Wagner WWRAM Miami, LLC	446	$220,000 / 10%
2. Fuel Miami, LLC	434	$192,000 / 16%
3. Trilogic Outdoor, LLC	339	$120,000 / 10%
4. City Outdoor Florida, LLC	304	$144,000 / 50%

* Base Rent and Percentage of Gross Receipts were evaluated subjectively as part of the technical criteria.

The Evaluation/Selection Committee decided not to hold oral presentations.

Local Preference:
Local Preference was considered in accordance with applicable ordinance, and affected the outcome. The second highest ranked firm, Fuel Miami, LLC, was within 5 percent of the highest ranked firm, Van Wagner WWRAM Miami, LLC. Both proposers claimed Local Preference. However, only the second highest ranked proposer, Fuel Miami, LLC, met the requirement.

Van Wagner WWRAM Miami, LLC, did not meet the requirement for Local Preference, as the proposer did not have a Local Business Tax Receipt in the name of the proposer, issued by the County at least one year prior to proposal submission. Rather, the proposer had a Local Business Tax Receipt, issued by the County for only 68 days prior to the proposal submission date. The other Local Business Tax Receipts provided by the proposer, were in the name of Van Wagner Communications, LLC, a different entity.

This application of Local Preference was reviewed with the County Attorney's Office (CAO) to ensure consistency with the Miami-Dade County Code. The CAO concurred that the highest ranked proposer did not meet the Local Preference requirements.

Other Information:
An Evaluation/Selection Committee member, Nestor Morales, was unable to attend the meetings due to illness. The alternate member, Richard Etienne, replaced him as a voting member.

At the first evaluation meeting, the Committee completed its evaluation. The Committee recommended that the County enter into negotiations with Van Wagner WWRAM Miami, LLC, the highest ranked proposer. This recommendation was made based on information provided by Van Wagner WWRAM Miami, LLC, in their proposal, claiming Local Preference. After further review, it was noted that Van Wagner WWRAM Miami, LLC did not meet the Local Preference requirement.

At the second evaluation meeting, the Committee was advised of the Local Preference determination. The Committee then recommended that the County enter into negotiations with Fuel Miami, LLC.

Negotiations:
Pursuant to the solicitation and Section 2-8.5 of the Miami-Dade County Code, the Evaluation/Selection Committee recommends that the County enter into negotiations with Fuel Miami, LLC, the second highest ranked proposer. The following individuals will participate in the negotiations:

Lydia Osborne, Procurement Contracting Officer, Department of Procurement Management
Jerry Hall, Director, Facilities Management, General Services Administration
Richard Etienne, Creative Services Supervisor, Miami-Dade Aviation Department

Consensus Statement: The Evaluation/Selection Committee determined that the recommended proposer, Fuel Miami, LLC, a national company, possesses the required qualifications, experience in managing and operating wall mural venues, and technical capacity to meet the needs of the County. Fuel Miami, LLC has experience in marketing to advertisers in large population centers. The firm demonstrated a level of financial security to ensure prompt payment to the County, and promotion of wall mural advertising to make the project successful. Fuel Miami, LLC has the capacity to service the installed murals and maintain the wall space.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Attachment(s)

Approved

WDN

George M. Burgess
County Manager

1/25/10
Date

Not Approved

George M. Burgess
County Manager

Date

RFP NO. 702

LEASE OF WALL SPACE FOR MURAL ADVERTISING MURAL AT MIAMI-DADE CENTRAL SUPPORT FACILITY

EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	City Outdoor Florida, LLC	Fuel Miami, LLC	Trilogic Outdoor, LLC	Van Wagner WWRAM Miami, LLC
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	150	107	136	108	137
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	175	113	140	122	152
Proposed Rents and Financial Information.	35	175	84	158	109	157
TOTAL POINTS	100	500	304	434	339	446

SIGNATURE: Lydia Osborne

Chairperson

PRINT NAME: LYDIA OSBORNE

DATE: 1/11/10

Reviewed By

PRINT NAME: Pearl P. Bethel

DATE: 1/11/2010

1/11/2010

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RFP NO. 702
LEASE OF WALL SPACE FOR MURAL ADVERTISING MURAL AT MIAMI-DADE CENTRAL SUPPORT FACILITY
EVALUATION OF PROPOSALS

HAROLD GOLDSON (SBD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	City Outdoor Florida, LLC	Fuel Miami, LLC	Trilogic Outdoor, LLC	Van Wagner WWRAM Miami, LLC
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 subcont	30	19	29	20	24
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	19	32	28	31
Proposed Rents and Financial Information.	35	10	34	27	31
Total Technical Points	100	48	95	75	86

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RFP NO. 702
LEASE OF WALL SPACE FOR MURAL ADVERTISING MURAL AT MIAMI-DADE CENTRAL SUPPORT FACILITY
EVALUATION OF PROPOSALS

PAGE STRIBLING (SEAPORT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	City Outdoor Florida, LLC	Fuel Miami, LLC	Trilogic Outdoor, LLC	Van Wagner WWRAM Miami, LLC
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 subcont	30	20	30	28	30
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	30	34	28	32
Proposed Rents and Financial Information.	35	20	34	25	35
Total Technical Points	100	70	98	81	97

RFP NO. 702

LEASE OF WALL SPACE FOR MURAL ADVERTISING MURAL AT MIAMI-DADE CENTRAL SUPPORT FACILITY

EVALUATION OF PROPOSALS

JUAN SILVA (GSA)

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SELECTION CRITERIA / PROPOSERS	Maximum Points	City Outdoor Florida, LLC	Fuel Miami, LLC	Trilogic Outdoor, LLC	Van Wagner WWRAM Miami, LLC
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 subcont	30	20	23	18	23
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	18	21	21	24
Proposed Rents and Financial Information.	35	21	28	19	30
Total Technical Points	100	59	72	58	77

RFP NO. 702
LEASE OF WALL SPACE FOR MURAL ADVERTISING MURAL AT MIAMI-DADE CENTRAL SUPPORT FACILITY
EVALUATION OF PROPOSALS

JERRY HALL (GSA)

SELECTION CRITERIA / PROPOSERS	Maximum Points	City Outdoor Florida, LLC	Fuel Miami, LLC	Trilogic Outdoor, LLC	Van Wagner WWRAM Miami, LLC
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	20	25	15	30
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	17	25	21	30
Proposed Rents and Financial Information.	35	7	30	10	32
Total Technical Points	100	44	80	46	92

RFP NO. 702

LEASE OF WALL SPACE FOR MURAL ADVERTISING MURAL AT MIAMI-DADE CENTRAL SUPPORT FACILITY

EVALUATION OF PROPOSALS

RICHARD ETIENNE (MDAD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	City Outdoor Florida, LLC	Fuel Miami, LLC	Trilogic Outdoor, LLC	Van Wagner WWRAM Miami, LLC
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 subcont	30	28	29	27	30
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	29	28	24	35
Proposed Rents and Financial Information.	35	26	32	28	29
Total Technical Points	100	83	89	79	94

Memorandum

MIAMI-DADE COUNTY

Date: October 27, 2009

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the General Services Administration Department Request for Proposals for Lease of Wall Space for Mural Advertising - RFP No. 702

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the General Services Administration Department Request for Proposals for Lease of Wall Space for Mural Advertising - RFP No. 702:

Selection Committee
Lydia Osborne, DPM, Non-Voting Chairperson
Jerry Hall, GSA
Juan Silva, GSA
Page Stribling, Seaport
Harold Goldson, SBD
Nestor Morales, MDT
Richard Etienne MDAD (Alternate)

Technical Advisors (Non-Voting)
Dennys Gonzalez, GSA
Aimee Cabrera, GSA

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

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If you are unable to participate in the Selection process, contact this office through Small Business Development by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the DPM for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Wendi Norris, Director, GSA
Jose Abreu, Director, MDAD
Bill Johnson, Director, Seaport
Harpal Kapoor, Director, MDT
Penelope Townsley, Director, SBD

Selection Committee
Lydia Osborne, DPM, Non-Voting Chairperson
Jerry Hall, GSA
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