



INVITATION TO BID ISD BID NO. 18-02

**Lease of County-Owned Real Properties located
adjacent to NW 22 Avenue and South of NW 143
Street in Opa-Locka, Florida**

Folio No. 08-2122-005-1390 & 08-2122-005-1380

**For use as a non-commercial parking lot to the
highest and best bidder.**

**ISSUING DEPARTMENT:
INTERNAL SERVICES
BIDS ARE DUE NO LATER THAN
September 27, 2019, at 2:00 PM (Local Time)**

at

**CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17TH FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983**

THE RESPONSIBILITY FOR SUBMITTING A BID AT THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE COUNTY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

**MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT
DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.**

**COPIES OF ALL OFFICIAL COUNTY DOCUMENTS CAN BE OBTAINED AT THE OFFICE OF THE
CLERK OF THE BOARD**

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1.0 *DEFINITIONS:*

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

- a) The words “Buyer” or “Grantee” to mean the Bidder that receives any award of a bid from the County as a result of this Solicitation.
- b) The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The words “Department” or “ISD” shall mean Miami-Dade County Internal Services Department, a County department.
- d) The words “Proposer”, “Submitter”, “Bidder” or “Respondent” to mean the person, firm, entity or organization submitting a response to this invitation for bids.
- e) The words “Solicitation” or “Bid Request” shall mean this Invitation to Bid (ITB), and all associated addenda and attachments.
- f) The words “Lease Agreement” shall mean the lease agreement attached as exhibit A-4; which the winning bidder will execute upon award subject to all the terms & conditions stipulated in said lease agreement.

REQUEST FOR BIDS OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION / PROPERTY DESCRIPTION:

The Internal Services Department is requesting bids via sealed bid auction from one or more individual(s), group(s), company(ies) or any other entity(ies) legally capable of leasing real estate, hereinafter referred to as the Bidder(s), to lease, “AS-IS,” and subject to the provisions of County Resolution No. R-62-18 including but not limited to use as a non-commercial vehicular parking lot, the following property:

<u>Folio No.</u>	<u>Address</u>	<u>Lot Size</u>	<u>Comm. District</u>	<u>Minimum Bid Amount</u>
08-2122-005-1380 08-2122-005-1390	Adjacent North of 14170-14250 NW 22 Ave., Opa Locka, FL 33054	8,500 Sq. Ft.	1	\$1,700.00 Annual Rent

The property information in this Bid Solicitation is believed to be correct, but is not warranted in any manner. **Bidders should verify factual items they deem relevant prior to bidding.**

1.2 BID TIMETABLE:

The anticipated schedule for this Bid is as follows:

Bid Request available for distribution:	Thursday, August 29, 2019
Pre-Bid Conference:	Thursday, September 5, 2019 From 2:00-3:00 PM
Inspection Date:	Monday, September 9, 2019 From 10:00AM – 12:00PM
Deadline for receipt of questions:	Thursday, September 19, 2019
Deadline for receipt of bids:	Friday, September 27, 2019 at 2:00 PM (Local Time) at Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
Bid Opening Date:	Immediately after deadline for receipt of bids.
Execute Lease Agreement Date:	Within forty-five (45) calendar days of the Bid Opening Date.

1.3 BID SOLICITATION AVAILABILITY:

Copies of this solicitation package can be obtained from the Real Estate Development Division of the Internal Services Department, 111 NW 1st Street, Suite 2460, Miami, FL 33128-1989 or may be downloaded from the County’s web site (<http://www.miamidade.gov/realestate/surplus-real-properties-for-sale.asp>) at no cost. To request the bid package through the United States Postal Service, mail your request with the following information: the bid No., the name of the prospective bidder, complete address to be mailed to, and telephone and fax numbers.

Bidders who obtain copies of this Solicitation from sources other than as explained above risk the potential of not receiving addenda; since their names will not be included on the list of firms participating in the process for this particular Bid. Such Bidders are solely responsible for those risks (see Section 1.8)

1.4 BID SUBMISSION:

All bids must be submitted, in duplicate, on the attached Bid Form A-1. The bid must identify the bidder, state the bid price, and identify the parcel which is being leased. No "subject to" contingencies may be added to any bid. Each bid must state the number of addenda received, or state that the bidder waives the requirement that their bid could be rejected due to the lack of such statement. The bid for the property must be in a sealed envelope, which should also contain the bid deposit, state on the outside the Bidder's name, address, telephone number, the property folio numbers, and Bid Due Date. Please deliver the sealed envelope to:

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

Hand-carried bids may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the County. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The bid must be signed by the Bidder, or a party who is legally authorized to submit the bid, and must have attached the completed forms as specified herein. The submittal of a bid by a Bidder will be considered by the County as constituting an offer by the Bidder to lease the property specified at the stated price.

1.5 PRE-BID CONFERENCE:

A pre-bid conference has been scheduled from 2:00-3:00 PM on September 5, 2019. The conference will take place at Stephen P. Clark Center 111 NW 1 Street, Suite 2460. Attendance is recommended but not mandatory. Bidders are requested to inform the contact person listed in section 1.6 of the number of persons expected to attend, no later than 24 hours before the scheduled date. Bidders are encouraged to submit any questions in writing to the Bid contact person (see Section 1.6) in advance of the pre-bid conference.

1.6 CONE OF SILENCE/CONTACT PERSON:

Proposers are hereby advised that this Bid is subject to the "Cone of Silence," in accordance with Ordinance 98-106. From the time of advertising until the County Manager issues a recommendation, there is a prohibition on communication with the county's professional staff. The ordinance does not apply to oral communications at pre-proposal conferences, public presentations made to the Board of County Commissioners during any duly noticed public meeting, or communications in writing at any time with any county employee, official, or member of the Board of County Commissioners unless specifically prohibited herein. A copy of all written communications must be filed with the Clerk of the Board, at the address listed in Section 1.4 herein. Among other penalties, violation of these provisions by any particular bidder shall render any Bid award to said bidder voidable.

The contact person for this Bid is Greg R. Gunter, Real Estate Advisor with the Internal Services Department Real Estate Development Division. Explanations desired by Bidder(s) regarding the meaning or interpretation of this Bid must be requested in writing, by mail, fax (305) 372-6195 or e-mail to (Gregory.Gunter@miamidade.gov), copy to the Clerk of the Board (clerkbcc@miamidade.gov). The Clerk copies may be mailed, hand delivered or faxed to (305) 375-2484, and must include a **reference to the bid number, the folio number and the address of the property that the inquiry pertains to**. Replies will be in writing, and sent via mail, fax or e-mail (as specified in the request by a bidder). Replies to all questions will be sent to all parties that have requested a copy of this Bid Solicitation, per Section 1.3 herein.

1.7 EXAMINATION OF PROPERTIES:

Potential bidders may arrange for contractors, consultants, architects and others they deem necessary to inspect the property during the designated "Inspection" dates and times described in Section 1.2. Bidders are inspecting the property at their own risk, and they are fully responsible and liable for their personnel, investors, inspectors, guests and invitees of all types while at the property. Bidders agree to accept this liability at all times during any property inspection. Inspections are recommended but not mandatory. Property files are also available for inspection. An appointment to view property files must be made in writing to the contact person.

1.8 ADDITIONAL INFORMATION/ADDENDA:

Questions or clarifications must be made in writing and received as specified in Section 1.6 no later than the deadline for receipt of questions specified in the Bid Timetable (**see Section 1.2**). The request must contain the Bid number, Bidder's name, address, phone number, e-mail and/or facsimile number, plus the desired method of reply.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this Bid or in any written addendum to this Bid. Where there appears to be a conflict between the Bid and any addenda issued, the last addendum issued shall prevail.

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated contact person prior to submitting a bid that all addenda have been received. Bidders are required to acknowledge the number of addenda received as part of their bid, or waive this requirement as part of their bid.

Proposers who obtain copies of this Bid Solicitation from sources other than the County's GSA Real Estate Management Section, risk the potential of not receiving addenda, since their names will not be included on the Bidder List for that particular Bid. Such bidders are solely responsible for those risks.

1.9 BID GUARANTEE DEPOSIT:

Each bid shall be accompanied by a Deposit in the form of a Certified, Cashier's, Treasurer's check, or Bank Draft of any State or National Bank, payable to **Miami-Dade County ISD**, in the amount of **Ten Percent (10%) of the bid amount**, as a guarantee that the successful Bidder will enter into and execute the lease agreement with Miami-Dade County. The Deposits will be held by the County until 10 days after the successful bidder has been selected. After which the Deposits of all the unsuccessful Bidders will be returned, except for any bidders that have filed bid protests. If the successful Bidder fails to complete the lease agreement by the closing date deadline, its Deposit will be forfeited to the County as liquidated damages to compensate the County for the delay and administrative services

involved in obtaining the successful Bidder.

1.10 MODIFIED BIDS:

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the Bid Due Date. Only the latest version of the bid will be considered.

1.11 WITHDRAWAL OF BIDS:

Bids shall be irrevocable until the bid is awarded, unless the bid is withdrawn. A bid may be withdrawn in writing only, if addressed to and received by the County contact person (see **Section 1.6**) for this bid, prior to the bid Due Date. Any request to withdraw a bid must be mailed "CERTIFIED MAIL". After the Bid Opening, bids may be withdrawn only if closing has not occurred within 180 days of Bid Opening, bidder is not in default, and bidder has not filed a bid protest, except as noted in Section 2.6.

1.12 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS:

Proposals received after the bid Due Date are late and will not be considered. Modifications received after the bid Due Date are also late and will not be considered. Letters of withdrawal received either after the bid Due Date or after contract award, whichever is applicable, are late and will not be considered.

1.13 BID POSTPONEMENT/CANCELLATION:

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

1.14 COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

1.15 BUSINESS ENTITY REGISTRATION:

It is the responsibility of the bidder to update information concerning any changes, such as new address, telephone number, etc.

1.16 ORAL PRESENTATIONS:

The County does not anticipate that oral presentations will be required of bidders.

1.17 LOBBYIST REGISTRATION AFFIDAVIT:

Bidders are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, lobbyists must register with the Clerk of the Board. Lobbyists specifically include all personnel except the principal or owner, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or

employee. Lobbying includes trying to influence any County employee or elected official in the performance of their job.

1.18 EXCEPTION TO THE BID:

Bidders may not take exceptions to any of the terms of this Bid. Should a Bidder take exception, the bid will be rejected as non-responsive.

1.19 PROPRIETARY/CONFIDENTIAL INFORMATION:

Bidders are hereby notified that all information submitted as part of bids will be available for public inspection after opening of bids, in compliance with Chapter 286, Florida Statutes, popularly known as the "Public Records Law." All questions per Section 1.5 will become public records when submitted.

1.20 BID RANKING/AWARD:

The County shall award bids on the basis of the highest responsive bid received.

1.21 RIGHTS OF PROTEST:

Any Bidder may protest any recommendation for bid award or rejection of all bids in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended by Ordinances Nos. 95-126 and 95-201, and as established in Administrative Order No. 3-21. Recommendations of awards over \$25,000 and up to \$500,000 will be posted by 9:00 A.M., every Monday in the lobby of the Stephen P. Clark Center Building, 111 NW 1st Street, Miami. It shall be the responsibility of the Bidder to monitor such Bulletin Board after the deadline for receipt of bids to ascertain that a recommendation for award has been made. In addition, the Bidder can call the contact person identified in Section 1.6, at (305) 375-1123.

1.22 PROJECT PLANS AND OTHER PROPERTY RECORDS:

No survey is available for the property. Interested parties are able to review all available property records, by appointment.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS:

The Bidder shall comply with all laws, ordinances and regulations applicable, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the bid, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF BIDS FOR RESPONSIVENESS:

The bid will be reviewed to determine if the bid is responsive to the submission requirements outlined in this Bid Solicitation. A responsive bid is one which follows the requirements of the Bid Solicitation, includes all documentation, is submitted in the format outlined in the Bid Solicitation, is of timely submission, and has the appropriate signatures as required. Failure to comply with these requirements may deem a bid non-responsive.

1.25 CRIMINAL CONVICTION:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with the County.

☐ Place a check here only if bidder has such conviction to disclose to comply with this requirement.

1.26 PUBLIC ENTITY CRIMES:

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid and may not be awarded a bid in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.27 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS:

To request a copy of any ordinance, resolution and/or administrative order cited in this Bid, the Bidder must contact the **Clerk of the Board at (305) 375-5126**.

1.28 MIAMI-DADE COUNTY DISCLOSURE AFFIDAVIT:

The Miami-Dade County Disclosure Affidavit is included in Form A-2. It must be completed and attached to every bid.

1.29 CONFLICT OF INTEREST AND CODE OF ETHICS:

No person included in the terms defined in 2-11.1(b)(1) through (6) and (9) of the Code of Miami-Dade County shall enter into any contract or transact any business in which he or a member of his immediate family has a financial interest, direct or indirect, with Miami Dade County. Any such contract, agreement or business engagement entered in violation of the Conflict of Interest and Code of Ethics Ordinance shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position.

County Ordinance No. 00-1, amending Section 2.11 (c) of the Code of Miami Dade County, provides a limited exclusion from the foregoing prohibition on transacting business with the County for employees and their immediate family. If you wish to participate in this bid, please read this Ordinance thoroughly to determine your status.

1.30 RECAP OF BID SUBMISSION REQUIREMENTS:

The following is a recap of the minimum bid submission requirements. Other items may be required, depending on circumstances, as explained in this solicitation.

- a. Bid Submission Envelope (Section 1.4)
- b. Bid Form (Attachment A-1)
- c. Bid Deposit (Sections 1.4 and 1.9)
- d. Disclosure Affidavit (Form A-2, Attached)
- e. W-9 form (Attachment A-3)
- f. Lease Agreement (Attachment A-4)

2.1 BID AMOUNTS:

The property will not be leased for less than the minimum annual rent bid amount referenced in section 1.1. The bids shall not be for portions of a property or individual lots. The County reserves the right to reject all bids and re-advertise for new bids.

2.2 BID TERMS:

- **Bids must be received in the form specified, and with the deposit specified.**
- **The property is being leased “as-is”, solely for the use of a non-commercial vehicular parking lot.**
- **The County will enter into a “lease agreement” with the successful bidder, attached hereto as Attachment A-4**
- **This bid solicitation, the accepted bid and bid award shall constitute the entire agreement, if any, between the parties.**
- **Bidders should investigate all matters prior to submitting bids, physical condition of the property, building code regulations and all other matters of concern to bidders.**

Conveyance to the successful bidder shall be in the name submitted in the bid. Bids may not be assigned.

2.3 REAL ESTATE BROKERS:

It is County policy not to employ or compensate real estate brokers. Bidders may employ and compensate brokers. Brokers may be considered lobbyists and should register per Section 1.17 if their activities try to influence County employees or elected officials.

2.4 EVALUATION AND AWARD OF BIDS:

Following the opening of the bid packages, the bids will be recorded and reviewed for compliance with the bid terms. Any minor deviation from the bid terms may be waived by the ISD Director or designee. The highest responsive bid for each property, where the bid exceeds the minimum bid, will be recommended for the bid award.

Bid Form A-1



Invitation to Bid ISD BID NO. 18-02

Property Being Bid On: Folio: 08-2122-005-1380 and 08-2122-005-1390

Location: Adjacent to the North of: 14170-14250 NW 22 Ave., Opa Locka, Fl. 33054

LEGAL DESCRIPTIONS:

Folio: 08-2122-005-1380; Magnolia Gardens Consolidated; PB 50-5; Lot 1 Less R/W; Block 342.

Folio: 08-2122-005-1390; Magnolia Gardens Consolidated; PB 50-5; Lot 2 Less R/W; Block 342.

Bidder (fill in exact name for deed): _____

Does Bidder have annual gross revenues in excess of \$5,000,000.00 No _____ Yes _____
(If yes, please complete the Affirmative Action Plan/Procurement Policy Affidavit and attach a copy to this Bid in accordance with County Ordinance No. 98-30)

Address of Bidder (for mail) _____

(Street address or PO Box)

(City, State, Zip code)

BID AMOUNT:

\$ _____

(\$1,700.00 Annual rent or more)

DEPOSIT WITH BID:

\$ _____

Deposits: 10% of bid amount in the form of **Cashier's check or certified check**, payable to Miami-Dade County. Attach to this form.

SIGNATURE OF BIDDER (required) _____

Print name and title of person signing above _____

The Lease Agreement will be in the exact name as submitted, if this bid is accepted. The balance of the bid amount (bid amount less deposits) will be paid in accordance with the terms of the Lease Agreement. **Bidder acknowledges acceptance of all terms and conditions stated in Invitation to Bid (ISD BID NO. 18-02)**

Sealed Bid envelopes, containing bid and deposit, have to be delivered by the bidding deadline to:

Miami-Dade County
Office of the Clerk of the Board
Room 17-202 (17th Floor)
111 NW 1st St
Miami, FL 33128-1983

Bids may be mailed in, or personally delivered. Attached to the Bid must be a Miami-Dade County Disclosure Affidavit.

Form A-2
MIAMI-DADE COUNTY DISCLOSURE AFFIDAVIT
(Required pursuant to Chapter 286.23 F.S. and/or Miami-Dade County Ordinance 00-4)

I _____ being first duly sworn, state:

1. The full legal name, address * and ownership interest, however small or minimal, in the subject real property described in the attached Exhibit, of the person or entity contracting or transacting business with Miami-Dade County are:

2. If the contract or business transaction is with a corporation, the full legal name, business address*and ownership interest in the subject real property shall be provided for each officer and director and each stockholder who holds directly or indirectly any portion of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name, business address* and ownership interest in the subject real property shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name, address* and ownership interest in the subject real property shall be provided for each trustee and each beneficiary. All such names, addresses and ownership interest are:

3. The full legal name, address and ownership interest in the subject property of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

Sworn to and subscribed before me
this ____ day of _____, 2019

Date: _____, 2019

Print Name of Affiant

Notary Public, State of Florida

Signature of Affiant

*Post Office Box address not acceptable.
Use separate attached pages if necessary.

ATTACHMENT A-3

W9 FORM

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ATTACHMENT A-4
LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of _____, 2019, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the ("LANDLORD")), and _____ having its principal offices at _____ (hereinafter referred to as the ("TENANT"))

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners approved Resolution No. R-62-18 on the 23 day of January, 2018 declaring surplus 8,500 square feet of County-owned property located at the southwest corner of NW 22 Avenue and NW 143 Street, Opa Locka, FL and authorized the County Mayor or County Mayor's designee to issue an Invitation to Bid and enter into a Lease Agreement with the highest responsive bidder; and

WHEREAS, Invitation to Bid No. 18-02 was issued on the 5th day of August, 2019; and

WHEREAS, _____ was the highest responsive bidder.

NOW THEREFORE, LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD, the premises described as follows:

8,500 square feet of County-owned land legally described as:
Lot 1 and Lot 2 less R/W Magnolia Gardens Consolidated PB 50-5
Folios No.: 08-2122-005-1380 and 08-2122-005-1390,
hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD unto said TENANT for a term of thirty (30) years, commencing on the first day of the next calendar month following the execution of this Agreement, (the

“Commencement Date”) and terminating thirty (30) years thereafter, for and at a total annual rental of \$_____ for the first year of the initial lease term, payable in advance on the first day of each month, in twelve equal monthly installments of \$_____ payable to Miami-Dade County, c/o the Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual rental for the second through the thirtieth year shall be increased by 2% annually.

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

ARTICLE I **USE OF PREMISES**

The area of the Premises shall be used by the TENANT solely as a non-commercial vehicular parking lot.

ARTICLE II **CONDITION OF PREMISES**

TENANT hereby accepts the Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Agreement. TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term hereof, the Premises. The TENANT shall be responsible for and shall repair any damage caused to the Premises as a result of the use or negligence by TENANT, its agents, employees, invitees, or visitor's use of the Property. TENANT shall surrender the Premises in as good condition as the Premises were at the commencement of this Agreement or any extension thereof.

ARTICLE III **ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the Premises without prior written consent of the LANDLORD. All additions, fixtures, and/or improvements shall be and remain a part of the Premises at the expiration of this Agreement. Subject to the above,

any unsightly condition or damage caused by the TENANT or the TENANT's agents, employees, invitees, or visitors shall be repaired by the TENANT at the TENANT's own cost and expense prior to surrendering the Premises.

ARTICLE IV UTILITIES

TENANT, during the term hereof, shall pay for all utilities associated with TENANT's use of the Premises.

ARTICLE V DESTRUCTION OF PREMISES

In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises are rendered unusable or unfit for the purpose of TENANT, either party may cancel this Agreement by giving the other thirty (30) days' prior written notice. If the Premises are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. In the event that said Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Premises so that they equal the condition of the Premises were on the date possession was given to TENANT.

ARTICLE VI SECURITY

TENANT acknowledges and accepts full responsibility for the security and protection of the Premises, TENANT's equipment, vehicles owned by the TENANT, or other personal property currently used in connection with the use of the Premises. The LANDLORD shall not have any obligation to provide security for the TENANT. TENANT shall provide its own specialized security for the Premises. Furthermore, TENANT agrees to indemnify the LANDLORD shall there be any security breach on the Premises, or incidents caused by TENANT's negligence, or lack of security

thereof.

ARTICLE VII
SALES TAX, ADDITIONAL TAXES & LATE FEES

The parties acknowledge and agree that the LANDLORD is exempt from the payment of sales, use, or other taxes. However, if at any time during the term of this Agreement, under the laws of the State of Florida, or any political subdivision thereof, a tax charge, capital levy or excise on rents, or other tax (except income tax), however described, shall be levied or assessed by the City, or Miami-Dade County Special Taxing District or said political subdivision against the LANDLORD on account of rent payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute additional rent, payable by the TENANT to the LANDLORD by the due date. Payments not received by the tenth of the month shall be assessed a late fee equal to \$25.00 or 5% of the total outstanding amount owed to date, to include outstanding rent and late fees, whichever is greater.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Premises shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Premises during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Premises, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Agreement or any extension thereof, said Premises in as good a condition, as said Premises were at the beginning of the term of this Lease Agreement.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney 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 by the TENANT, or its employees, tenants, agents, servants, partners, principals or subcontractors. TENANT 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. TENANT expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by TENANT 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. This section shall survive the termination or expiration of this Agreement.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be held liable for any damage or injury which may be sustained on the Premises by any party or person other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
CANCELLATION

Either party shall have the right to cancel this Agreement at any time, by giving the other at least one-hundred eighty (180) days prior written notice.

ARTICLE XV
OPTION TO RENEW

The LANDLORD, at its sole discretion, reserves the right to renew this Agreement for two (2) additional thirty (30) year optional renewal terms, under the same terms and conditions, except that the annual rental amount shall be subject to a two percent increase per year. TENANT shall provide LANDLORD notice in writing of its intent to renew the Lease Agreement at least ninety (90) days prior to the expiration of this Agreement or any extension thereof.

ARTICLE XVI
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid shall be addressed as follows:

LANDLORD:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907

TENANT:

Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE XVII **INSURANCE**

Prior to occupancy, TENANT shall furnish to the Internal Services Department, c/o, Real Estate Management Section of Miami-Dade County, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the TENANT as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage.

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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate that no material modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the COUNTY prior to its expiration.

ARTICLE XVIII **PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS**

TENANT agrees that during the term of this Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the leased Premises will be in conformance with all applicable laws, including all applicable zoning and environmental regulations, including but not limited to those required by the Florida Statute Sections 255.05 and 255.20 to the extent applicable.

Any and all charges, taxes, or assessments levied against the leased Premises shall be paid by TENANT and failure to do so will constitute a breach of this Agreement.

TENANT shall observe, obey and comply with all County Ordinances, Rules and Regulations and all applicable City, County, State and Federal Laws, and any specific use regulations.

TENANT agrees to procure at its own cost and expense, all necessary licenses, insurance and permits required by the laws of the State of Florida, County, City, or any other regulatory entity or agency.

Any and all charges, taxes, or assessments levied against the Premises shall be paid by TENANT, failure to do so will constitute a breach of this Agreement, and subject to termination of the same.

ARTICLE XIX
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, including without limitation, fire, terrorist activity, or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XX
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD. If TENANT commences diligent efforts to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently undertake such cure, after which time LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXI
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity of any such liens. TENANT shall immediately pay any judgment or decree rendered against TENANT, or the Premises, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. In the use of Premises, Tenant will comply with all applicable anti-discrimination laws and regulations, including but not limited to Chapter 11A, which prohibits discrimination in employment, family leave, public accommodations, credit and financing practices, and housing accommodations because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income. Additionally, Tenant shall comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of the Landlord's property or facilities operated or

maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, sex, age, color, gender, national origin, or physical handicap, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

- B. In the construction of any improvements on, or under such land, and in the furnishings of services thereon, no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.
- C. The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare – Effectuation of Title VI of the Civil Rights Acts of 1964, and said regulations may be amended.
- D. In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate this Agreement and to avail itself of any of the remedies set forth herein for default of this Agreement, or available at law, or in equity.

ARTICLE XXII **ASSIGNMENT**

TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Permit Agreement or the term hereof without first obtaining the written consent of COUNTY.

ARTICLE XXIII **HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (110%) of the monthly rental in effect immediately upon expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXIV
GOVERNING LAW

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXV
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board.

[Intentionally Left Blank]

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(OFFICIAL SEAL)

WITNESS

By: _____

(TENANT)

WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
Mayor

(LANDLORD)

Approved by the County Attorney
as to form and legal sufficiency: _____