



**BID NO.: 8761-2/28**

**OPENING: 2:00 P.M.  
Wednesday  
August 6, 2008**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**LEASE – BANKING FACILITY AT THE STEPHEN P. CLARK CENTER (SPCC)**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

- BID DEPOSIT AND PERFORMANCE BOND:..... N/A**
- CATALOGUE AND LISTS:..... N/A**
- CERTIFICATE OF COMPETENCY:..... N/A**
- EQUIPMENT LIST:..... N/A**
- EXPEDITED PURCHASING PROGRAM (EPP)..... N/A**
- INDEMNIFICATION/INSURANCE:..... LEASE AGREEMENT: ARTICLES 46, 47, 53,  
54, 55, AND 56**
- LIVING WAGE: ..... N/A**
- PRE-BID CONFERENCE/WALK-THRU:..... N/A**
- SMALL BUSINESS ENTERPRISE MEASURE:..... N/A**
- SAMPLES/INFORMATION SHEETS: ..... N/A**
- SECTION 3 – MDHA:..... N/A**
- SITE VISIT/AFFIDAVIT:..... SECTION 2, PARAGRAPH 2.8**
- USER ACCESS PROGRAM:..... N/A**
- WRITTEN WARRANTY:..... N/A**

**FOR INFORMATION CONTACT:**

**KM! RA AT 305-375-1291, OR AT KMRA@MIAMIDADE.GOV**

**IMPORTANT NOTICE TO BIDDERS:**

**PLEASE COMPLETE AND SUBMIT ALL ATTACHED AFFIDAVITS**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 15 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 15 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 8761-2/28**

**Title: Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

**Sr. Procurement Contracting Agent: Km! Ra, CPPO, CPPB, C.P.M.**

**Bids will be accepted until 2:00 p.m. on Wednesday, August 6, 2008**

**Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format, please call 305-375-5278.**

**Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.**

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1. DEFINITIONS**

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidadegov/dpm](http://www.miamidadegov/dpm)

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 13<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidadegov](http://www.miamidadegov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
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**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending 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**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "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 DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor 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**  
Pursuant to 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 vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all the Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

**1.6. CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

**1.7. WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.10. LOCAL PREFERENCE**

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**SECTION 1  
GENERAL TERMS AND CONDITIONS**

**1.12. BID PROTEST**

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

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

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 736-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR -- ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation 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.

**SECTION 2**  
**SPECIAL CONDITIONS**

**Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY**

Miami-Dade County, through the General Services Administration (GSA), Real Estate Development Division, seeks to establish a Lease Agreement, for an established financial institution to lease, operate, maintain, and manage the premises specified herein for providing a full service banking facility at the Stephen P. Clark Center (SPCC), located at 111 NW 1<sup>st</sup> Street, Suite 103, Miami, Florida.

**2.2 SMALL BUSINESS CONTRACT MEASURES**

Intentionally Omitted

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF LEASE**

Please refer to the Lease Agreement: Article 9

**2.5 OPTION TO RENEW**

Please refer to the Lease Agreement: Article 10

**2.6 METHOD OF AWARD**

2.6.1 Award of this contract will be made to the responsive and responsible bidder who offers the highest Minimum Annual Rental for the office space described in this solicitation and attached Lease Agreement.

2.6.2 The County will only accept bids for evaluation from bidders that meet the following criteria:

2.6.2.1 Lessee must be a federally regulated financial institution that engages in the business of taking deposits, lending, and providing other financial services.

2.6.2.2 The financial institution must have a branch located within the territorial boundaries of Miami-Dade County, Florida.

2.6.2.3 The financial institution must be on the list of Qualified Public Depositories as designated by the office of State Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

**SECTION 2**  
**SPECIAL CONDITIONS**

**Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

- 2.6.2.4 The financial institution must be a member of the Federal Reserve System.
- 2.6.2.5 Must be an originating depository financial institution authorized by the Federal Reserve System.
- 2.6.2.6 Must be an originating depository financial institution authorized by the Federal Reserve to originate direct deposits.
- 2.6.2.7 Must provide a listing of the Board of Directors and Officers of the Organization.
- 2.6.3 The bidder shall provide written evidence and documentation that the County may use to evaluate that the bidder meets the minimum criteria for bidding as established in Paragraph 2.6.2 and its sub-paragraphs above. The information provided must be more than a written claim from the bidder, and must include copies of the required certifications provided by the Federal Reserve Board and state of Florida banking or financial regulating authorities.
- 2.6.4 MINIMUM BID: The County reserves the right not to consider bids offered that are less than the amount of \$57,618 per annum, or \$54 per square foot, being the amount currently obtained for the Leased Premises.

**2.7 PAYMENTS SHALL BE ESTABLISHED IN ACCORDANCE WITH THE TERMS AND CONDITIONS IN THE LEASE AGREEMENT**

Please refer to the Lease Agreement: Article 12

**2.8 EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer, it is advisable that the bidders visit the site of the Leased Premises and become familiar with any conditions that may in any manner affect the bidder's offer. The bidder is also advised to examine carefully any drawings and specifications available and to become thoroughly aware regarding all conditions and requirements that may in any manner affect the leasing requirements under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment, please contact the GSA, Real Estate Development Division at 305-375-2844.

**2.9 EQUAL PRODUCT**

Intentionally Omitted

SECTION 2  
SPECIAL CONDITIONS

Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE**

Please refer to the Lease Agreement: Articles 44, 45, 46, 51, 52, 53, and 54.

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

**2.15 METHOD OF PAYMENT**

Please refer to the Lease Agreement: Article-12

**2.16 SHIPPING TERMS**

Intentionally Omitted

**2.17 DELIVERY REQUIREMENTS**

Intentionally Omitted

**2.18 BACK ORDER ALLOWANCE**

Intentionally Omitted

**2.19 WARRANTY REQUIREMENTS**

Intentionally Omitted

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Km! Ra, at (305) 375-1291 email – [kmra@miamidade.gov](mailto:kmra@miamidade.gov)

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

**2.21 UAP**

Intentionally Omitted

**2.22 VENDOR REGISTRATION AND AFFIDAVITS**

Bidders responding to this solicitation are required to visit the County's website and complete the new vendor registration and affidavits application form at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm). Failure to complete and submit this new form may render the bidder ineligible for award under this solicitation.

**2.23 CONFLICTS WITHIN THE BID SOLICITATION**

Where there appears to be a conflict between the Invitation to Bid and the Lease Agreement, the Lease Agreement shall take precedence over any conflicting clause(s) within the Invitation to Bid.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**3.1 INTRODUCTION/BACKGROUND**

Miami-Dade County, through the General Services Administration, Real Estate Development Division, seeks to establish a contract and Lease Agreement for an established financial institution to lease, operate, maintain, and manage the premises specified herein for the purpose of providing a full service banking facility at the Stephen P. Clark Center (SPCC), located at 111 NW 1<sup>st</sup> Street, Suite 103, Miami, Florida. The Lessee will be responsible for a total of 1,067 square feet of retail space.

**3.2 LEASEHOLD REQUIREMENTS**

3.2.1 The Lessee shall comply with all terms and conditions of the Lease Agreement.

3.2.2 The Lessee shall not assign or sublet nor otherwise encumber the Lease Agreement without prior written County approval.

3.2.3 Tenant Improvements shall be provided as follows:

3.2.3.1 All improvements and alterations to the premises require prior written approval from the County and be at the Lessee's sole cost and expense, including necessary improvements to comply with the Americans with Disabilities Act (ADA). Subject to prior approval from the County in writing, Lessee may at any time, at its expense, make such other alterations, additions, installations, substitutions, improvements and decorations, in and to the Leased Premises, excluding structural changes, as Lessee reasonably may consider necessary for the conduct of its business in the Leased Premises. The outside appearance or structural integrity of the County's facility shall not be affected. Other parts of the Stephen P. Clark Center not included within the Leased Premises shall not be physically affected.

3.2.4 At a minimum, the bank shall operate five (5) days per week, Mondays through Fridays, continuously no earlier than 8:00AM to no later than 5:00PM, except on County, State, and Federal holidays.

3.2.5 Lessee shall provide, operate and maintain two (2) American with Disabilities Act (ADA)-compliant voice-activated automated teller machines (ATM). The voice-activated automated teller machines must be connected to national and/or regional ATM networks (for example, Cirrus, Plus, Honor, etc.).

SECTION 4  
BID SUBMITTAL FORM

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**Wednesday,**  
**August 6, 2008**



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from certain taxes (Federal, State, Local). Bid price should be less these taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM Date Issued: This Bid Submittal Consists of  
994 Purchasing Division 07/21/2008 Pages 11 through 15, the  
attached Affidavits, and the  
Lease Agreement

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract  
by the successful bidder and Miami-Dade County

**DO NOT WRITE IN THIS SPACE**

ACCEPTED \_\_\_\_\_ HIGHER THAN LOW \_\_\_\_\_  
NON-RESPONSIVE \_\_\_\_\_ NON-RESPONSIBLE \_\_\_\_\_  
DATE B.C.C. \_\_\_\_\_ NO BID \_\_\_\_\_  
ITEM NOS. ACCEPTED \_\_\_\_\_  
COMMODITY CODE: 971, 971-45, 946-25  
Sr. Procurement Contracting Agent Km! Ra

FIRM NAME: \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND  
AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE  
ON PAGE **15** OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE **15** OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER  
YOUR BID NON-RESPONSIVE**

## BID SUBMITTAL FOR:

**Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

FIRM NAME: \_\_\_\_\_

Miami-Dade County, through the General Services Administration, Real Estate Development Division, seeks to establish a contract and Lease Agreement for an established financial institution to lease, operate, maintain, and manage the premises specified herein for the purpose of providing a full service banking facility at the Stephen P. Clark Center (SPCC), located at 111 NW 1<sup>st</sup> Street, Suite 103, Miami, Florida. The Lessee will be responsible for a total of 1,067 square feet of retail space.

The Bidder offers to pay as rental for the use and occupancy of the Leased Premises, at the times and in the manner provided in the Lease Agreement, minimum annual rental as set forth below.

Minimum Annual Rental of \$\_\_\_\_\_ per year; payable in \_\_\_\_\_

Monthly Installments of \$\_\_\_\_\_ on the first day of each month.

**MINIMUM BID:** The County reserves the right not to consider bids offered that are less than the amount of \$57,618 per annum, or \$54 per square foot, being the amount currently obtained for the Leased Premises.

## REQUIRED ATTACHMENTS:

- A properly executed and signed copy of the attached Lease Agreement without any changes or modifications to the terms and conditions contained therein.
- Written evidence and copies of documents verifying that the bidder meets the following minimum criteria established in Section 2, Paragraph 2.6.2 and its Sub-paragraphs:
  - Lessee must be a federally regulated financial institution that engages in the business of taking deposits, lending, and providing other financial services.
  - The financial institution must have a branch located within the territorial boundaries of Miami-Dade County, Florida.
  - The financial institution must be on the list of Qualified Public Depositories as designated by the office of State Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
  - The financial institution must be a member of the Federal Reserve System.

BID SUBMITTAL FOR:

**Lease – Banking Facility at the Stephen P. Clark Center (SPCC)**

FIRM NAME: \_\_\_\_\_

---

- Is an originating depository financial institution authorized by the Federal Reserve System.
- Is an originating depository financial institution authorized by the Federal Reserve to originate direct deposits.
- Must provide a listing of the Board of Directors and Officers of the Organization.

SECTION 4  
BID SUBMITTAL FOR:

Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



BID SUBMITTAL FORM

Bid Title: Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, 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 (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

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

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is [ ] or is not [ ], a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. Fax No.

Email Address: FEIN No.

Prompt Payment Terms: % days net days \*By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract

Signature: (Signature of authorized agent)

Print Name: Title:

Failure to sign this page shall render your Bid non-responsive.



**APPENDIX**

**AFFIDAVITS**

**FORMAL BIDS**





SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

Prime Contractor/Respondent's Signature

Print Name  
(Duplicate if additional space is needed)

Print Title

FORM 100

Date





**LEASE AGREEMENT**

.....  
**BETWEEN MIAMI-DADE COUNTY**

**AND**

\_\_\_\_\_  
**AT**

\_\_\_\_\_  
\_\_\_\_\_  
**MIAMI, FLORIDA**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between \_\_\_\_\_ having it's principal offices at \_\_\_\_\_ (hereinafter referred to as the "Lessee"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, having its principal office at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128 (hereinafter referred to as the "County").

### WITNESSETH:

WHEREAS, the County owns and operates the Stephen P. Clark Center, ("SPCC"), located at, 111 NW 1<sup>st</sup> Street, Miami Florida, and

WHEREAS, the County has offered to lease the "Leased Premises" (as defined below); and

WHEREAS, the Lessee has offered to lease and operate a full service banking facility at Leased Premises (as defined below) in the Stephen P. Clark Center.

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

1. **Definitions:** The following words and expressions used in this Lease shall be construed as follows, except when it is clear from the context that another meaning is intended:
  - a) **Common Areas:** "Common Areas" shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by the SPCC for the common or joint use or benefit of Lessees of the Stephen P. Clark Center, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed courts and malls, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.
  - b) **Contract Manager:** "Contract Manager" shall mean Miami-Dade County Director of General Services Administration, or the duly authorized representative.
  - c) **Days:** "Days" shall mean calendar days.
  - d) **Deliverables:** "Deliverables" shall mean all documentation and any items of any nature submitted by the Lessee to the County's Project Manager (as defined below) for review and approval pursuant to the terms of this Lease.
  - e) **Department:** "Department" shall mean the Miami-Dade County General Services Administration (GSA).
  - f) **Effective Date:** "Effective Date" shall mean ten (10) days after the date on which

this Lease is approved by the Board of County Commissioners (the "Board").

- g) **Change Order:** "Change Order" shall mean additions or deletions or modifications to the amount, type or value of the Work (defined below) as required in this Lease, as directed and/or approved by the County.
  - h) **Gross Sales:** (deleted)
  - i) **Lease:** "Lease" or "Lease Documents" shall mean collectively these terms and conditions, and all associated addenda and attachments, and all other attachments hereto and all amendments issued hereto.
  - j) **Lease Year:** "Lease Year" shall mean 365 or 366 days beginning on the Effective Date of this Lease and ending twelve (12) months later.
  - k) **Partial Term:** "Partial Term" shall mean any part or portion of the Term (as defined below) of this Lease.
  - l) **Project Manager:** "Project Manager" shall mean the Director of the General Services Administration or duly authorized representative designated to manage the Lease.
  - m) **Retail Complex:** Located in the Stephen P. Clark Center, (SPCC), 111 NW 1<sup>st</sup> Street, Miami, Florida.
  - n) **Scope of Services:** "Scope of Services" shall mean the information contained in the Technical Specifications of Section 3 of the Invitation to Bid and elsewhere in the Lease Agreement.
  - o) **Subcontractor:** "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of agreement with the Lessee.
  - p) **Work:** "Work" shall mean all matters and things required, including those matters in the Scope of Services to be done by the Lessee in accordance with the provisions of this Lease.
2. **Exhibits:** The Exhibits listed in this Paragraph and attached to this Lease are hereby incorporated in and made a part of this Lease:

[Exhibit A: Plan of Ground Level]

- 3. **Property Description:** Approximately 1,067 square feet, contained within the first level of the Stephen P. Clark Center located at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128.
- 4. **Leased Premises:** Leased Premises, a portion of the "SPCC" outlined in red on the Plan of Ground Level attached hereto as EXHIBIT A and incorporated herein by reference, extends to the interior faces of all exterior walls and the centerline of walls between the

Leased Premises and the Common Areas and public areas, or to any line shown on EXHIBIT A where there is no wall, or to the centerline of those walls (or prolongation thereof) separating the Leased Premises from other Leased Premises or common or public areas in the "SPCC" Leased Premises and including all columns and core areas within the perimeters of the Leased Premises; together with the appurtenances specifically granted in this Lease, including the use in common with others of the public areas as hereinafter more fully provided, but reserving and excepting to County (i) the use (a) the exterior faces of the exterior walls, (b) the roof, and (c) the space between the lower surface of the floor slab of any higher floor and the Lessee's finished ceilings; (ii) the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not substantially interfere with Lessee's use thereof, and serving other parts of "SPCC"..

5. **Use:** The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County, a Lease for approximately 1,067 square feet to be used as a full service banking facility including automated teller machines. Automated teller service must include membership in a multi-institutional program. Lessee shall use the Leased Premises only for the uses permitted herein. The Lessee shall not provide any other services or sell any other items or products without the prior written approval of the County, and any sales by the Lessee of services or items not specifically authorized in writing by the County shall constitute a default. The unapproved services or sale of items shall be discontinued immediately by the Lessee upon written notice from the County. Lessee shall conduct its business at all times in accordance with this Lease.
6. **Limitations on Use:** Subject to Lessee's right to use the Leased Premises for the purposes specified in Paragraph 5, Lessee shall not suffer or permit the Leased Premises 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 Leased Premises or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Leased Premises or adjoining areas; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Leased Premises or the proper and economic functioning of any other common service facility or common utility of the Leased Premises; (vi) impair or interfere with the physical convenience of any of the occupants of the Leased Premises; or (vii) impair any of the Lessee's other obligations under this Lease.
7. **Operations:** In the event, and to the extent that the Leased Premises may be untenable by reason of damage by fire or other casualty, Lessee shall continuously and uninterruptedly use, occupy and operate the Leased Premises as a full service banking facility including minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space only in connection with the business conducted by Lessee in the Leased Premises; and will have on the premises adequately trained personnel for efficient service to customers.
8. **Governmental Approvals:** If any governmental license or permit shall be required for

the proper and lawful conduct of Lessee's business in the Leased Premises, or any part thereof, 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.

9. **Term:** The County hereby leases to the Lessee for a term of ten years, the Leased Premises for a full service banking facility to begin on the Effective Date and terminating ten years thereafter.
10. **Option to Renew:** The County shall have the option to renew for an additional two-five years renewal periods. The renewal rate will be based on the CPI.
11. **Holding Over:** If Lessee remains in possession of the Leased Premises after the expiration of the term of this Lease, or any option period, without a new Lease reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, rent in respect to such holding over), Lessee shall be deemed to be occupying the Leased Premises only as a Lessee from month-to-month, subject to all covenants, conditions, and agreements of this Lease. If Lessee fails to surrender the Leased Premises upon the termination of this Lease, then Lessee shall, in addition to any liabilities to County accruing therefrom, indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee on such failure.
12. **Lessee's Obligation/Payments:**
  - a. **Minimum Rent:** Lessee, in consideration of the use and occupancy of the Leased Premises, does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum of \_\_\_\_\_ (\_\_\_\_\_ and 00/100) per annum in monthly installments of \$\_\_\_\_\_ (\_\_\_\_\_ and 00/100)] ("Minimum Rent") on the first day of each month in advance, without billing.

All rentals provided for in this Lease Agreement shall be paid or mailed to:

General Services Administration  
111 N.W. 1st Street, Suite 2460  
Miami, FL 33128  
Attn: Retail Leasing Manager

(Checks shall be made payable to the "Miami-Dade Board of County Commissioners.")

- b. **Accord and Satisfaction:** No payment by Lessee or receipt by County of a lesser amount than Minimum Rent shall be deemed an accord and satisfaction. The County may accept a check or payment from Lessee without prejudice to

County's right to recover the balance of such Minimum Rent or pursue any other remedy provided in this Lease, at law or in equity.

- c. **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 under this Lease. This Sales and Use Tax shall be payable to the County, when rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Minimum Rent unless otherwise determined by the State of Florida.
- d. **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 the Leased Premises by Lessee.
- e. **Late Payment Charge:** In the event that the Lessee fails to make any payments, including Minimum Rent within ten (10) calendar days of the due date, a late charge of \$100.00 per month will be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Lease, or to pursue other remedies provided by law.
- f. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Lease, the Lessee shall incur and pay a service charge of \$10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from notice of such default. Further, in such event, the County may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the County. A second such occurrence of dishonored check during the lease term will be a breach of this Lease and, at the County's option, will constitute a default under this Lease, allowing termination.
- g. **Lessee's Certification of Sales:** (deleted)

13. **Examination of Records**

- a. **Examination of Lessee's Books and Records:** Lessee shall provide such books and records for examination by County or its authorized representatives at reasonable times during Lessee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Lessee's business. All information obtained by County or its authorized representatives from Lessee's books and records shall be kept confidential by County and all such representatives except in connection with assignment of this Lease or if subject to the requirements of Florida Public Records Act.

- b. **Lessee's Sales Records:** (deleted)
14. **Audits:** The Lessee agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease and any extension thereof, have access to and the right to examine and reproduce any of the Lessee's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Lease.
- a. 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.
- b. The County 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 Internal Auditing Department of the County. Lessee shall make all such records available for said examination at the Leased Premises or at some other mutually agreeable location. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Lease. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any assignment of this Lease for financing purposes.
- c. If Lessee fails to record, maintain, or make available sales supporting documentation as specified above, then Lessee shall be deemed to be in default under this paragraph.
15. **Use of Common Areas:** Lessee and its concessionaires, sublessees, officers, employees, agents, customers and invitees shall have the right, in common with the County and all others to whom the County has granted or may hereafter grant rights or who shall otherwise have such rights, to use the Common Areas, subject to such reasonable rules and regulations as the County may from time to time impose. Lessee agrees to abide by such rules and regulations. The County shall have the right to limit, or otherwise schedule, deliveries to Lessee if, in the County's judgment, said limitation is necessary for the proper operation of the County's Metrofare Leased Premises in the building.
16. **Building Services:** The County has caused all necessary utility lines and services to be brought to the Leased Premises. Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the SPCC as determined either by the public utility providing such service or by the County's architect or engineer in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

17. **Curtailement or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of rent or other charges, nor damages, shall be claimed by Lessee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Lease Agreement or any of Lessee's obligations hereunder be affected or reduced thereby. If any payment of rent due hereunder shall remain unpaid for more than ten (10) days after it shall become due, the County may, without notice to Lessee, discontinue utilities service until all arrears of rent shall have been paid-in-full. The County shall not be liable for damage to persons or property or the business of Lessee for any such discontinuance, nor shall such discontinuance in any way be construed as an eviction of Lessee or cause an abatement of rent, or operate to release Lessee from any of Lessee's obligations hereunder.
18. **Certain Construction Contract Terms:** All contracts entered into by the Lessee for the construction of the improvements shall require completion of the improvements within a specified time period, to be determined in consultation with the County, prior to the execution of said contract(s) and shall contain, unless otherwise authorized by the County, reasonable and lawful provisions for the payment of actual and liquidated damages to the County in the event contractor(s) fails to complete the construction on time. The Lessee agrees that it will use its best efforts to take all necessary action available under such construction contract to enforce the timely completion of the work covered thereby. Lessee understands and agrees to procure any and all construction and electrical services in strict compliance with §255.20 Fla. Stats. (2007).

Prior to commencing any construction, Lessee must deliver all plans, specifications and scheduling for any construction or other improvements, at its sole cost and expense, to the County, and specifically to the Mayor or his designee for approval at least sixty (60) days before commencement of any work. Further, Lessee shall not commence construction of any improvements upon the Leased Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

19. **Construction Bonds:** Before any construction work on the Leased Premises is commenced or before any materials, equipment or supplies are purchased, the project developer shall deliver to County and record in the public records of Miami-Dade County, Florida, a performance and payment bond with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the project cost. Such bond shall be in the form provided by §255.05 Fla. Stats. (2007) and shall name project developer as principal and County as obligee.

20. **Ownership of Improvements:** Upon the expiration or earlier termination of this Lease for any reason, all existing and future County installed fixtures, equipment, improvements and appurtenances attached to or built into the Leased Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Lessee, shall become and remain a part of and be surrendered with the Leased Premises. Any furniture, furnishing, equipment or other articles of movable personal property owned by Lessee and located in the Leased Premises, shall be and shall remain the property of Lessee and may be removed by it at any time during the term of this Lease so long as Lessee is not in default of any of its obligations under this Lease, and the same have not become a part of the freehold, and so long as such does not materially affect Lessee's ability to use said premises and conduct its business as provided herein. However, if any of Lessee's property is removed and such removal causes damage to the Leased Premises, Lessee shall repair or pay the cost of repairing any damage to the Leased Premises resulting from such removal. Any property belonging to Lessee and not removed by Lessee at the end of the Lease Term or a renewal, if applicable, shall, at the election of the County, be deemed to be abandoned by Lessee, and the County may keep or dispose of such property and restore the premises to good order within ten (10) days after billing Lessee for the cost of such disposal. At the expiration of the term of this Lease, Lessee shall deliver to the County the keys and combinations to all safes, cabinets, vaults, doors and other locks left by Lessee on the Leased Premises.
21. **Review of Construction:** During the construction of the improvements, the County or its designee shall periodically inspect the construction to ensure conformity with the approved improvements, and any changes thereto requested by the Lessee and approved by the County.
22. **Lessee's Changes:**
- a. **Conditions for Making Changes:** After Effective Date, and subject to approval of the County in writing, Lessee may at any time, at its expense, make such other alterations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "Lessee's Changes"), in and to the Leased Premises, excluding structural changes, as Lessee reasonably may consider necessary for the conduct of its business in the Leased Premises, subject to approval by the County, in addition to the following conditions:
    - i. The outside appearance or structural integrity of the SPCC shall not be affected.
    - ii. No part of the SPCC not included within the Leased Premises shall be physically affected.
    - iii. The proper functioning of any of the material, electrical, sanitary, fire protection, and other service systems shall not be adversely affected.
    - iv. In performing the work involved in making Lessee's Changes, Lessee shall be bound by and observe all of the conditions and covenants contained in this Article.

- v. At the expiration or any earlier termination of this Lease, on the County's written request, Lessee shall restore the Leased Premises to its original condition.
- b. **Approvals for Changes, Cost and Insurance:** Lessee, at its expense, shall obtain all necessary governmental permits and certificates for the commencement of prosecution of Lessee's Changes and for final approval thereof upon completion, and shall cause Lessee's Changes to be performed in compliance therewith, and with all applicable laws and requirements of public authorities, and with all applicable requirements of insurance bodies, and in good and workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Leased Premises, and so as not to impose any additional expense upon the County. Throughout the performance of Lessee's Changes, Lessee shall carry, or cause to be carried, insurance as set forth in Paragraphs 53 and 54. If any of Lessee's Changes shall involve the removal of any fixtures, equipment or property in the Leased Premises which are the County's Property, such fixtures, equipment or other property shall be promptly replaced, at Lessee's expense, with fixtures, equipment or other property of like utility and at least equal value unless the County shall otherwise expressly consent in writing.
- c. **Violations, Liens, and Security Interests:** Lessee, at its expense, and with diligence and dispatch, shall secure the cancellation or discharge of all notices of violation arising from or otherwise connected with Lessee's Changes or operations in the Leased Premises which shall be issued by any public authority having or asserting jurisdiction. Lessee shall promptly pay its contractors and materialmen for all work and labor done at Lessee's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, Lessee shall bond against or discharge the same within ten (10) days of the filing of said encumbrance. In the event Lessee fails to remove or bond against said lien by paying the full amount claimed, Lessee shall pay the County upon demand any amounts paid out by the County, including the County's costs, expenses and attorney's fees. Lessee further agrees to hold the County harmless from and to indemnify the County against any and all claims, demands and expenses, including attorney's fees, by reason of any claim of any contractor, subcontractor, materialman, laborer or any other third person with whom Lessee has contracted, or otherwise is found liable for, in respect to the Leased Premises. Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of the County to subject the County's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, materialman or supplier thereof against any part of the SPCC or any of the buildings or improvements thereon (inclusive of the Leased Premises) and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver of lien and that the subcontractor, materialman and supplier agree to be bound by such provision.

23. **Lessee's Repairs and Maintenance:** Lessee, at its expense, shall make promptly:

All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Leased Premises, and Common Area, as shall be required by reason of:

- (i) the performance by Lessee of any work on the Leased Premises;
- (ii) the installation, use or operation of Lessee's property;
- (iii) Lessee's portion of the utility lines in the Leased Premises, if damaged due to Lessee's negligence;
- (iv) the moving of Lessee's property in or out of the Leased Premises;
- (v) the misuse or neglect of the Leased Premises by Lessee or any of its employees, agents or contractors, including the failure or neglect of Lessee to make the repairs required by the succeeding subsection hereof.

Lessee shall also be required to make such repairs, other than those required to be made by the County under Paragraph 47, as may be necessary to maintain the Leased Premises and Lessee's property in as good order, condition, and repair as they are on the Effective Date. Lessee shall, if due to its negligence, be responsible for repairs, maintenance, and replacements including all utility systems, serving same and appurtenances thereto, and shall keep them at all times neat, clean and in good repair, free from filth, overloading, danger of fire, explosion, or any nuisance, and return the same to the County, after removing all its property therefrom, at the expiration of the Lease Term, in as good condition as when received by Lessee, ordinary wear and use and casualty loss due to causes beyond Lessee's control excepted. The provision of all interior maintenance within the Leased Premises is the sole and exclusive responsibility of the Lessee. Lessee agrees that it will cause no damage to foundations, roofs, walls or floors, and if it does, it will be liable to the County for the cost of repairs. If the Leased Premises are not surrendered as stated herein, in addition to all other rights given to the County herein or by law:

- a. The County may, at its option, restore the Leased Premises or the Leased Premises to good order and condition and Lessee shall pay to the County within ten (10) days after billing therefore, as additional rent, the expense of such restoration; and
- b. Lessee shall indemnify and hold harmless the County against any and all claims, demands, loss, or damage, including attorney's fees, resulting from the delay by Lessee in surrendering the Leased Premises including, but not limited to, claims made by any succeeding Lessee or Lessor based on such delay.
- c. Lessee shall pay to County as liquidated damages for any holdover, in addition to amounts paid pursuant to (b) above, double rent (including Minimum Rent)
- d. Lessee's obligations in this paragraph shall survive the termination of this Lease.

24. **Facilities:** The Lessee hereby agrees to submit for approval by the County detailed plans

and specifications for any anticipated leasehold improvements and shall construct the improvements in accordance with the approved plans. All equipment and personal property furnished by Lessee shall be of good quality and suitable for its purpose. The County shall have the right to require substitute equipment of personal property when such action is deemed necessary or desirable. Equipment acquired by the Lessee by way of purchase from the County that is unsuitable for Lessee's operations may be replaced with other equipment or personal property of the Lessee's choice, subject to the above conditions. It shall be the responsibility of the Lessee to coordinate activities with the County during any periods of construction and normal operations. The Lessee agrees to maintain said premises in the same condition, order, and repair as at the commencement of operations or after improvements, excepting only reasonable wear and tear arising from the use thereof under this Lease.

- 25. **County Approval:** The Lessee agrees that it will obtain prior written approval from the County in all of the following matters:
  - a. Changes from originally approved specifications, activities, signage, and graphics.
  - b. Equipment Lessee plans to install requiring any building modifications.
  - c. Any use of the County's, or Facility's name.

Further it is understood by Lessee that should any of the above items be disapproved, Lessee may offer alternative solutions. The County Mayor or designee shall respond with a decision in any of the above matters within sixty (60) days.

- 26. **County Approval of Change:** The County reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in Paragraph 25 it deems in need of change, despite previous approval of same.
- 27. **Prior Approval Required:** The Lessee agrees that it shall obtain prior written approval from the County in all of the following matters pursuant to this paragraph:
  - a. Hours of daily operation.
  - b. The decor of the Leased Premises and all signs to be installed, erected or displayed in or on the Leased Premises, and any changes thereto at any time during the term of this Lease.

- 28. **Remedies for Lessee's Failure or Delay to Submit Plans or Perform Work:** If Lessee fails or omits to make timely submission to County of any plans or specifications or delays in submitting or supplying information, or in giving authorizations or in performing or completing Lessee's Work, or fails to open for business by the expiration of the Lessee's Work, County, in addition to any other right or remedy it may have at law or in equity, may pursue any one or more of the following remedies:

- a. Until Lessee shall have commenced Lessee's Work, County may give Lessee at least ten (10) days written notice that if a specified failure, omission or delay is not cured by the date therein stated, this Lease shall be deemed canceled and terminated. If such notice shall not be complied with this Lease shall, on the date stated in such notice, ipso facto be canceled and terminated, without prejudice to County's rights hereunder.
  - b. County may, after written notice of its intention to do so, at Lessee's cost and expense, including, without limitation, expense for such overtime as County's architect may deem necessary, proceed with the completion of any such plans or specifications or Lessee's Work, as the case may be, and such performance by County, shall have the same effect hereunder as if the desired plans, specifications, information, approval, authorization, work or other action by Lessee had been done as herein required. For such purpose, County may enter upon the Leased Premises and take possession thereof and of all materials, appliances, equipment thereon and employ such other contractors and subcontractors, as it may elect, to complete Lessee's Work, and Lessee shall indemnify and hold County harmless from any liability that may be incurred thereby to Lessee's contractors or subcontractors.
  - c. County may give notice to Lessee (notwithstanding that such notice is not otherwise required hereunder), that the term of Lease will be deemed to have commenced on a date to be therein specified, when the same would have commenced if Lessee had made timely submission of supply of plans, specification, estimates or other information or approval of any thereof. On and after the date so specified, County shall be entitled to be paid the Minimum Rent and any other charges which are payable hereunder by Lessee during the term of this Lease.
  - d. County may require Lessee to pay to County, as additional rent hereunder, the cost to County of completing the Leased Premises in accordance with the terms and provisions of this Lease over and above what would have been such cost had there been not such failure.
  - e. In exercising any of the foregoing remedies, County shall be entitled to retain and have recourse to any bond or escrow deposit provided by Lessee under Paragraph 19 hereof.
29. **On-Site Manager:** Throughout the term of this Lease or any extensions thereof, the Lessee shall employ a qualified full-time on-site manager having experience in the management of this type of auto tag and insurance agency operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Lease and to accept service of all notices provided for herein.
30. **Hours of Operation:** At a minimum, the bank shall operate five (5) days per week,

Mondays through Fridays, continuously no earlier than 8:00AM to no later than 5:00PM, except on County, State, and Federal holidays. The County may require a change in days and/or hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.

31. **Pricing:** (deleted)
32. **Personnel:** The Leased Premises shall have sufficient staff to provide outstanding service. The Lessee shall provide the County with the name and telephone number of a management person of the Lessee who will be on call, at all time, for emergencies or other matters related to the operations under this Lease. The Lessee shall ensure that all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. The Lessee shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag, identifying the individual by name, title, if appropriate, and as an employee of the Lessee. The Lessee shall ensure that all employees having public contact are able to understand and communicate in spoken English.
33. **Public Contact With Lessee's Employees:** Lessee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Leased Premises. Such a demand shall not be construed necessarily as a request by the County that such employee be terminated from employment. Should an employee of Lessee sue or make a claim against the County as a result of such a demand for removal, Lessee shall indemnify the County as provided by the indemnification set forth in Paragraph 47. Lessee's employees will not be considered agents of the County.
34. **Quality of Lessee's Service:** Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations. Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection. Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.

The Lessee shall not conduct any business or activity not specifically authorized by this Lease in the Leased Premises, unless approved in writing by the County. It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the Leased Premises. The Lessee agrees that a determination by the County shall be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee shall fully comply with any decisions on this matter.

35. **Signs:** The nature, size, shape and installation of Lessee's business signs within the

Leased Premises or in, on or adjacent to the SPCC must first be approved in writing by County. Said signage must also be approved by County and all governmental authorities having jurisdiction. All signs shall be removed by the Lessee at termination of this Lease and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee.

36. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of the shopping service, closed circuit TV, and other reasonable means.
37. **Ingress and Egress:** Subject to applicable rules and regulations, statutes and ordinances, and the terms of this Lease governing the use of the facility, Lessee, Lessee's agents and servants, patrons and invitees, and suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.
38. **Services/Equipment Provided by County:** The County shall provide the following:
- a. Electrical services as existing.
  - b. Water facilities as existing.
  - c. Sewage collection facilities as existing.
  - c. Waste collection service.
39. **Equipment and Services Provided by Lessee:** The Lessee, at its sole cost, shall provide:
- a. Extermination service (if additional service, other than what the County is currently providing, is required).
40. **Equipment Installed by Lessee:** Any equipment, furnishings, and/or advertising installed by the Lessee shall be in keeping with the appropriate standards of decor at the leased premises and must be approved by the County prior to installation, which approval shall not be unreasonably withheld. The Lessee shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by, the County, which approval shall not be unreasonably withheld. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Lessee shall provide to the County a statement setting forth the cost of such equipment, furnishings or improvements and the date upon which the installation of such equipment, furnishings and improvements was completed.

Lessee agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other applicable codes or regulations. Lessee shall not alter or modify any portion of the Leased Premises or the improvements constructed therein without first obtaining written approval from the County.

41. **Appearance of Leased Premises:** Upon failure of the Lessee to maintain the Leased Premises as required herein, the County may, after fifteen (15) days written notice to the Lessee, enter upon the Leased Premises and 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. Additionally, the County may resort to other remedies available herein. Lessee shall repair all damages to the leased or non-leased portions of the Leased Premises caused by the Lessee, its employees, agents, or independent contractors.
42. **Quiet Enjoyment of Leased Property:** The County covenants and agrees that so long as no default exists in the performance of Lessee's covenants and agreements contained herein, Lessee may peaceably and quietly hold and enjoy the Leased Premises and all parts thereof for that portion of the Lease Term, free from eviction or disturbance by the County or any person claiming under, by, or through the County.
43. **Subordination:** The County shall have the right to transfer or convey in whole or in part the Leased Premises, this Lease and all rights of the County existing and to exist, and rents and amounts payable under the provisions hereof; and nothing herein contained shall limit or restrict any such right, and the rights of the Lessee under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such right of the County, including, but not limited to a lease and to all renewals or modifications thereof. This paragraph shall be self-operative and no further instrument or subordination shall be required. Lessee covenants and agrees, if requested, to execute and deliver upon demand such further instruments confirming such subordination of this Lease as shall be requested by the County. Lessee hereby irrevocably appoints the County as its attorney in fact to execute and deliver any such instrument for and in the name of the Lessee.
44. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons on the Leased Premises other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by sovereign immunity and F.S. 768.28.
45. **Indemnification:** The Lessee shall indemnify, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required

by this Lease or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

46. **Damage or Destruction of Premises:** If either the Leased Premises or any portion of the SPCC (the "Premises") is partially damaged due to Lessee's negligence, but not rendered unusable for the purposes of this Lease, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at Lessee's own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event the said premises are completely destroyed due to Lessee's negligence, Lessee shall repair and reconstruct the premises so that they equal the condition on the Effective Date, and pay the County a minimum rent based on the last Gross Sales achieved, which reflects the County's income on the property preceding the date of destruction, for the remainder of time the premises remain untenable ("Percentage Rent"). In lieu of reconstructing, Lessee shall reimburse the County all expenses incurred by the County in restoring the Premises to their original condition, plus Percentage Rent, until the Premises has been leased to another vendor or possession returned to Lessee. The election of remedies shall be at the sole discretion of the County.
47. **County's Repair:** The County, as its responsibility, and at its expense (except if the damage is caused by Lessee), 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 Leased Premises and the Common Areas of the SPCC. The County shall grant no allowance to Lessee for a diminution of rental value for interruption of business and no liability on the part of the County 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 [Retail Complex] or the Leased Premises, or in or to fixtures, appurtenances, or equipment thereof. The County shall be under no obligation to make any such repairs until and unless Lessee notifies the County in writing, and the County agrees, of the necessity therefore, in which event the County shall have a reasonable time thereafter to make such repairs. Notwithstanding any other provision of this Lease to the contrary, Lessee's rent including additional rent shall abate to the extent, and for such period of time, as all or any portion of the Leased Premises are rendered untenable by reason of any cause for which the County is legally liable.

The County shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, including the Leased Premises, 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, except for such damage caused by the sole negligence or intentional misconduct by the County and where not otherwise indemnified by the Lessee. 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 Leased Premises. If the Lessee's business is interrupted, a pro-rata adjustment of the minimum rent payable hereunder for the period of such interruption shall be made.

48. **Assignment, Subletting, and Successors in Interest:** Lessee shall not assign or sublet this Lease nor any portion thereof, nor any property associated with this Lease without prior written approval of the County which may be withheld in the County's sole and absolute discretion. At no time shall Lessee attempt mortgage, pledge or otherwise encumber this Lease or the Leased Premises. Unapproved assignment or subletting shall be grounds for immediate termination of this Lease. It is agreed that all terms and conditions of this Lease shall extend to and be binding on assignees, sublessees and other successors, as may be approved by the County. Lessee shall be liable for acts and omissions by any sublessee affecting this Lease. The County reserves the right to directly terminate (and evict or pursue any applicable remedy) any sublessee for any cause for which Lessee may be terminated.
49. **Ownership of Lessee:** Any proposed change in ownership of Lessee must be approved by the County before such a change is made. The County reserves the right to terminate this Lease at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the County. Lessee agrees to provide on 24 hour notice to the County an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. Lessee for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.
50. **Security Deposit:** Prior to the start of the Lease, the Lessee shall furnish a Security Deposit in cash equal to three (3) months monthly guarantee or \$5,000.00 whichever is greater, redeemable at the end of the Agreement term except for such conditions pertinent thereto. Additionally, if the County must draw upon any portion of the form of security provided, the Lessee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event that the Lessee abandons its performance, the County will retain the security deposit.
51. **County's Property Insurance:** Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises which would increase fire or other property or casualty insurance rate on the building or buildings in which the leased premises is located or the property therein over the rate which would otherwise then be in effect (unless approved by the County and Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in

amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Leased Premises or equipment or other property of the County or other tenants shall be higher than it otherwise would be, Lessee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Lessee, which sum shall be deemed additional rent for purposes of collection only. The County also reserves the right to require the Lessee to correct such act or omission which caused the property insurance to increase and restore to its original status.

52. **Lessee's Property Insurance:** Lessee shall carry fire and extended coverage, and vandalism and malicious mischief insurance and sprinkler damage insurance on all improvements and betterments, equipment, furniture, fixtures, inventory and supplies or other property of Lessee's in the amount of at least eighty percent (80%) of the full replacement cost thereof.
53. **Lessee's Other Required Insurance:** Prior to Lessee occupying the Leased Premises, Lessee shall maintain and furnish to Miami-Dade County, c/o General Services Administration, Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- a. Worker's Compensation Insurance Pursuant to Florida Statutes, Chapter 440.
  - b. Public Liability Insurance on a comprehensive basis including Contractual Liability, Products and Completed Operations, Personal Injury and Broad Form Property Damage in an amount not less than \$500,000.00 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as 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 per occurrence for Bodily Injury and Property Damage combined.]
  - d. **Construction Phase:** In addition to the insurance required in a – c above, the Lessee shall provide or cause its contractors to provide original policies indicating the following types of insurance coverage prior to any construction:
    - i. Owner's Protective Liability Insurance – issued in the name of Miami-Dade County as sole Named Insured in amounts as indicated in b above. This policy must be endorsed to indicate that any premium whether deposit or final shall be the sole obligation of the Lessee or their contractor.
    - ii. Completed Value Builder's Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the Improvements and/or Betterments. The policy shall be in the name of Miami-

Dade County, the Lessee and the Contractors as their interest may appear.

- e. **Operation Phase:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the County, 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, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval by 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 be a member of the Florida Guaranty Fund.]

- 54. **Evidence of Insurance:** The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the Term of the Lease. The Lessee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Lease Term, the County may at its sole discretion terminate the Lease for cause.

Prior to execution of the Lease by the County and the Effective date, the Lessee shall obtain all insurance required herein and submit same to County for approval. All insurance shall be maintained throughout the Term of the Lease.

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

The Public Liability Insurance coverage required in Paragraph 55 b. above, shall include those classifications, as listed in standard liability insurance manuals, which are applicable to the operations of the Lessee of the performance of this lease.

The County reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee. The Lessee shall provide any other insurance or security reasonably required by the County.

- 55. **Termination by the County:** In addition to cancellation or termination as otherwise provided in this Lease, the County may at any time, in its sole discretion, suspend or terminate this Lease by written notice to the Lessee if necessary for the protection and preservation of the County's materials and property.

- a. **Automatic Termination:** This Lease shall automatically terminate upon 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. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County;
  - v. The discovery of any misstatement in the Lessee's proposal leading to award of this Lease, which in the determination of the County significantly affects the Lessee's qualifications to perform under the Lease;
  - vi. Subject to the provisions of Paragraph 51, unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the County; or
  - vii. Failure to cease any activity which may cause limitation of County's use of the leased premises.
  
- b. **Non-payment of Rent/Health Hazard:** This Lease shall terminate after seven (7) calendar days written notice by the County either by posting on or at the Leased Premises and by certified or registered mail to any known address of Lessee set forth in Paragraph 68 hereof for doing any of the following:
  - i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for rent for the unexpired term of this Lease.
  - ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.
  
- c. **Non-performance of Covenants:** This Lease shall terminate after fourteen (14) days from receipt by Lessee of written notice having either been posted on or at the Leased Premises or by certified or registered mail to the address of the Lessee set forth in Paragraph 68 hereof:
  - i. Non-performance of any covenant of this Lease other than non-payment of rent and others listed in a and b above, and failure of the Lessee to remedy such breach within the thirty (30) calendar day period from receipt of the written notice.
  - ii. A final determination in a court of law in favor of the County in litigation instituted by the Lessee against the County or brought by the County

against Lessee.

In the event that the County terminates this Lease by operation of any of the provisions (as stated in Sections 56 a, b and c), then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this Lease, whereupon the entire balance owed by the Lessee under this Lease shall become immediately due and payable without further notice or demand.

- d. **Revenue Control and Audit Defaults:** (deleted)
- e. **Habitual Default:** Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted 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, the Lessee shall be determined by the County to be an "habitual violator". At the time that such determination is made, the County shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. 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 noncurable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, County may cancel this Lease 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 the leased premises, and proceed to remove all its personal property in accordance with the applicable provisions of this Lease.

56. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in Paragraph 66 hereof to terminate this Lease at any time after the occurrence of one or more of the following events:

- a. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Leased Premises for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.
- b. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the SPCC, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of ninety (90) calendar days or more.

57. **Termination of Lease:** Following the termination of this Lease the Lessee, within thirty (30) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Lease. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Leased Premises at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease that all furnishings and equipment purchased or leased by the Lessee, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in Paragraph 64 hereof.
58. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by County shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Lessee.
59. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Lessee's operations under this Lease. Failure to do so will constitute a breach of the Lease.
60. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the Leased Premises.
61. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of the Leased Premises, equipment, and operations during the normal

operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease.

62. **Right of Entry:** The County shall have the right to enter upon the Leased Premises at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Leased Premises as the County deems necessary, but the County assumes no obligation to make repairs in the Leased Premises other than those expressly provided for in this Lease. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Leased Premises at reasonable times to show them to actual or prospective tenants, or lessees of the SPCC. During the one hundred and eighty (180) days prior to the expiration of the Term of this Lease, the County may show the Leased Premises to prospective tenants. If, during the last ninety (90) days of the term of this Lease, Lessee shall have removed all or substantially all of Lessee's property therefrom, the County may immediately enter, alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent or other compensation and such action shall have no effect upon this Lease.
63. **Lessee's Occupancy Certification:** Lessee agrees at any time and from time to time, within five (5) days after the County's written request, to execute, acknowledge, and deliver to the County a written instrument certifying the Effective Date that Lessee has accepted possession of the Leased Premises and is open for business, that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), the dates to which Minimum Rent, and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the County is in default in the performance of any such certificate, the County is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have acknowledged.
64. **Surrender of Premises:** At the expiration or earlier termination of the Term of this Lease, Lessee shall peaceably surrender the Leased Premises in as good a condition as the Leased Premises were on the Effective Date, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Lessee shall deliver all keys for the Leased Premises to the County at the place then fixed for the payment of rent, and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Leased Premises. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Leased Premises. 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.

65. **Approvals:** Except as provided otherwise, whenever prior approvals are required hereinabove by either party, such approvals shall not be unreasonably withheld.

66. **Notices:** Any notices submitted or required by this Lease shall be sent by registered or certified mail addressed to the parties as follows:

To the County:       General Services Administration  
                          111 N.W. 1st Street, 24th Floor  
                          Miami, Florida 33128

To the Lessee:

or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. The County may alternatively provide notice by posting written notice on or at the Leased Premises. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, such notice will have the effect of being constructively received by the recipient.

67. **Interpretations:** This Lease and the exhibit and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease 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. This Lease may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean appropriate formal action by the County Mayor or the County Mayor's designee or, if required by law, the Board. This Lease shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease 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.

68. **Security:** The Lessee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Leased Premises, outside of standard security measures supplied by the County in general. Lessee may provide its own specialized security for the Leased Premises, subject to the County's written approval. Absence of said Lessee security measures shall not increase the County's security obligation.

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

70. **Lien:** The County shall have a lien upon all personal property of the Lessee on the leased premises to secure the payment to the County of any unpaid money accruing to the County under the terms of this Lease.
71. **Entirety of Agreement:** The parties hereto agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.
72. **Headings:** The headings of the various paragraphs and sections of this Lease, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.
73. **Waiver:** Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease shall not automatically invalidate the entire Agreement.
74. **Performance:** The parties expressly agree that time is of the essence in the performance of this Lease and that the failure by the Lessee to complete performance within the time specified, or within a reasonable time, if no time is specified herein, shall relieve the County of any obligation to accept such performance.
75. **No Partnership or Agency:** The County 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 does not constitute and shall not be represented to constitute a partnership between the County and the Lessee.
76. **Choice of Venue:** Any litigation between the County 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.
77. **Subcontractual Relations:** Lessee shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the Lease, or any or all of its rights, title or interest herein, or its power to execute such Lease to any person, company, or corporation without the prior written consent of the County, which will not be unreasonably withheld. Consent of the County does not confer upon the subcontractor any direct right of action against the County, or action against the County through the operator, or involve the County in any expense.
  - a. If the Lessee will cause any part of this Lease to be performed by a Subcontractor, the provisions of this Lease 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 County 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 County may require. The County will have the right to require the Lessee not to award any subcontract to a person, firm or corporation disapproved by the County.
- c. Before entering into any subcontract hereunder, the Lessee will inform the Subcontractor fully and completely of all provisions and requirements of this Lease 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.
- d. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County 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 County that it has satisfactorily performed services of the same general type which is required to be performed under this Lease.
- e. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Lessee's obligations under this Lease. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Lessee shall furnish to the County 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 County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds Lessee in breach of its obligations, and the County's 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 County to any subcontractor hereunder as more fully described herein.

78. **Lessee Application/Administrative Fee:** The Lessee shall be a registered vendor with the County Department of Procurement Management, for the duration of this Lease. It is the responsibility of the Lessee to file the appropriate vendor application, to update the application file for any changes, and to remit the annual administrative fee, for the duration of the Lease, including any option years.

Lessee shall submit the Vendor Application and all associated information within fifteen

(15) days prior to award of this Contract by Miami-Dade County Board of County Commissioners. If the Lessee fails to submit this Vendor Application, within the specified time frame, the County may take whatever actions it deems necessary.

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

- a. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement;
- b. Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement;
- d. Environmental Protection Agency (EPA), as applicable to this Agreement;
- e. Miami-Dade County Code, Chapter 11A, Article 3. All Lessees and subcontractors performing work in connection with this Lease shall provide equal opportunity for employment regardless of race, religion, color, age, sex, national origin, or place of birth. 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 Miami-Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law;
- f. "Conflicts of Interest" and "Employment Discrimination"; Notwithstanding any other provision of this Lease, Lessee shall not be required pursuant to this Lease 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.

80. **Nondiscrimination:**

- a. During the performance of this 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 insure 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.

- b. By entering into this Lease with the County and signing the Disability Nondiscrimination Affidavit attached hereto as [Attachment Attachment C] 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, the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Lease void. This Lease 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 Contract.
- c. Lessee agrees to abide by [Chapter 11A, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Statue 794, as amended, which prohibits discrimination on the basis of disability.]
81. **Assumptions, Parameters, Projections, Estimates and Explanations:** The Lessee understands and agrees that any assumption, parameters, projections, estimates and explanations presented by the County herein are provided to the Lessee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; 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.
82. **Independent Private Sector Inspector General Reviews:** The County has established the Office of the Inspector General, which is required to perform mandatory random audits on County's contracts, including leases, concessions, franchises, and other revenue-generating contracts, throughout the duration of each contract. The 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 existing projects or programs may include a report 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 for and reasonableness of proposed change orders to the contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate,

monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project designs, specifications, proposal submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

83. **Indulgence Not Waiver:** The indulgence of either party with regard to any breach or failure to perform any provision of this Lease shall not be deemed to constitute a waiver of the provisions or any portion of this Lease, either at the time of breach or failure occurs or at any time throughout the term of this Lease.

84. **Survival:** The parties acknowledge that any of the obligations in this Lease will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Lessee and the County under this Lease that by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

85. **County as Sovereign:** It is expressly understood that notwithstanding any provision of this Lease and the County's status thereunder:

- a. The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Leased Premises or the operation thereof, or be liable for the same; and
- b. The County shall not by virtue of this Lease be obligated to grant the Lessee any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

86. **No Liability for Exercise of Police Power:** Notwithstanding and prevailing over any contrary provision in this Lease, or any County covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

- a. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Lessee, regardless of the purpose required for such cooperation;
- b. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- c. To apply for or assist the Lessee in applying for any county, city or third party permit or needed approval; or

- d. To contest, defend against, or assist the Lessee in contesting or defending against any challenge of any nature.

6/5/08

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first above written.

MIAMI-DADE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board

Witness: \_\_\_\_\_

Approved as to form and legal sufficiency \_\_\_\_\_

Assistant County Attorney

CORPORATE SEAL

