

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. RFP702-1
☐ Contract
☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☒ NO
Requisition No./Project No.: RFP-01409 TERM OF CONTRACT 5 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: Lease of Wall Space for Advertising Mural

Description: Miami-Dade County is soliciting proposals for a qualified proposers to develop, provide valuations, market, sell, and manage the outdoor commercial advertising structure/space, which is located 50 NW Second Avenue, Miami, Florida 33128.

Issuing Department: ISD Contact Person: Rosa Garcia Phone: 305-375-1175
Estimate Cost: \$2,163,472
Funding Source: GENERAL FEDERAL OTHER
revenue

ANALYSIS

Commodity Codes:	<u>97108</u>	<u>80158</u>	<u>91501</u>	<u>91504</u>	
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Outfront Media LLC</u>				
Small Business Enterprise:					
Contract Value:					
Comments:	<u>RFP 702-1, revenue; value \$1.2M</u>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

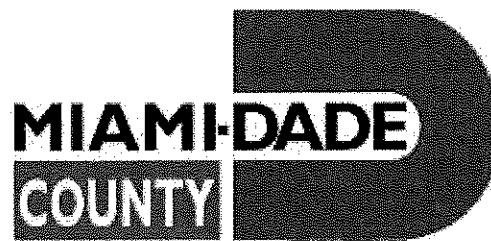
RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>				
Signed: <u>Natalya Vasilyeva</u>			Date sent to SBD: <u>03/23/2020</u>	
			Date returned to SPD: <u></u>	

Solicitation RFP-01409

Lease of Wall Space for Advertising Mural

Solicitation Designation: Public



Miami-Dade County

Solicitation RFP-01409

Lease of Wall Space for Advertising Mural

Solicitation Number	RFP-01409
Solicitation Title	Lease of Wall Space for Advertising Mural
Solicitation Start Date	In Held
Solicitation End Date	May 1, 2020 2:00:00 PM EDT
Question & Answer End Date	Apr 15, 2020 7:00:00 AM EDT
Solicitation Contact	Natalya Vasilyeva Procurement Contracting Officer 3 ISD - Procurement Management Services 305-375-4725 Natalya.Vasilyeva@miamidade.gov
Solicitation Contact	Pearl Bethel 305-375-3806 Pearl.Bethel@miamidade.gov
Solicitation Contact	Joanie Quintanilla-Beyer Procurement Contracting Officer 2 ISD - Strategic Procurement Division 305-375-1075 e321589@miamidade.gov
Contract Duration	See Bid Documents
Contract Renewal	See Bid Documents
Prices Good for	See Bid Documents
Solicitation Comments	The County is soliciting proposals from qualified and experienced entities (individual(s), firm, joint venture, etc.), to develop, provide valuations, market, sell, and manage the outdoor commercial advertising structure/space, which is located 50 N.W. Second Avenue, Miami, Florida 33128 (specifically on the chiller plant tower, facing I-95 highway; The County is seeking the services of an entity(ies) to identify, create, market, sell, and manage the revenue-generating opportunity, including identifying advertisers, and generating revenues, by maximizing the use of the County advertising structure/space, as well as making recommendations to the County to optimize the use of the structure/space.

Item Response Form

Item	RFP-01409--01-01 - Lease of Wall Space for Advertising Mural
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Miami-Dade County

No Location Specified

Qty 1

Description
See Form B-1 Price Schedule



**REQUEST FOR PROPOSALS (RFP) No. 01409
FOR
LEASE OF WALL SPACE FOR ADVERTISING MURAL**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
for
Internal Services Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Natalya Vasilyeva, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4725
E-mail: Natalya.Vasilyeva@miamidade.gov

PROPOSALS DUE:

May 1, 2020 at 6:00 PM

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

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

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department, is soliciting proposals for a qualified proposer to develop, provide valuations, market, sell, and manage the outdoor commercial advertising structure/space, which is located 50 NW Second Avenue, Miami, Florida 33128 (specifically on the chiller plant tower, facing I-95 highway). The Proposer(s) shall identify, create, market, sell, and manage the revenue-generating opportunity, including identifying advertisers, and generating revenues, by maximizing the use of the County advertising structure/space, as well as making recommendations to the County to optimize the use of the structure/space.

The Proposer shall comply with all rules and regulations relating to signage including, but not limited to, the Code of Miami-Dade County, Section 33-107 (Code of Class C Commercial Signs). Any modification to such ordinance(s) or any future legislation related to exterior (outdoor) signage shall apply, as applicable.

The County prefers for the Selected Proposer to have following qualification requirements:

- A. Have at least three (3) years' experience in:
 - a) Managing, operating and marketing outdoor marketable assets; and
 - b) Operating an advertising program or revenue initiative for venue(s) with continuous large population exposure locations; and
 - c) Have the capability and expertise to contract with advertisers (clients) willing to advertise on the structure/space; and
 - d) Installing and maintaining the outdoor signs and/or murals.
- B. Have relevant experience providing services through a similar scope of services for other public agencies of similar size and complexities.
- C. Have substantial knowledge of the requirements involved in providing this type of service or be able to perform appropriate research and due diligence.
- D. Demonstrate adequate financial strength to provide start-up operations and reasonable working capital.
- E. Have the capacity, capability and expertise to provide outdoor management services for the installation of the advertising sign and/or mural.
- F. Have substantial knowledge of the legal requirements involved in this type of operations.
- G. Demonstrate that the Selected Proposer possesses the market expertise to manage project-related tasks including, but not limited to:
 - a) Creating an outdoor advertising sign and/or mural to install on the structure/space; and
 - b) Negotiating advertising licenses/contracts; and
 - c) Researching and complying with local and state ordinances controlling the placement and/or removal of any advertising signs and/or murals; and
 - d) Working with local municipalities to enable and ensure timely permitting for recommended signs and/or murals; and
 - e) Providing ongoing management services, including construction supervision, auditing, and contract enforcement.

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

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	April 1, 2020
Pre-Proposal Conference:	N/A

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal

Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions:
Proposal Due Date:
Evaluation Process:
Projected Award Date:

See front cover for date and time.
See front cover for date and time.
May, 2020
September, 2020

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Mural" to mean painting or artistic work, including collage effects, composed of pictures or arrangements of color which may have a limited commercial sponsorship message, advertises a commercial product and which is made directly onto, projected onto or attached to a building or a wall.
4. The words "Mural Permit", "Mural Permit Holder", or "Permit Holder" to have the same meanings as in Article XIII of the Charter and Code of the City of Miami, related to Zoning Approval for temporary Occupancies (specifically, Sections 62-601 through 62-618).
5. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
6. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
7. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
8. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
9. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
10. The word "Wall" shall mean the exterior surface of the south façade of the County's Central Support Facility, located at 50 NW Second Avenue, Miami, Florida 33128.
11. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.
12. The words "CSF" to mean Central Support Facility, and the word "property" to mean the South Façade of the CSF.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Cone of Silence

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

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Competitive Selection Committee members or the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with

Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 Public Entity Crimes

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

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor 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.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Contract Measures (pending SBD verification)

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

2.0 SCOPE OF SERVICES

2.1 Background

The County is soliciting proposals from qualified and experienced entities (individual(s), firm, joint venture, etc.), to develop, provide valuations, market, sell, and manage the outdoor commercial advertising structure/space, which is located 50 N.W. Second Avenue, Miami, Florida 33128 (specifically on the chiller plant tower, facing I-95 highway; see **Exhibit A, View of the Facility**). Specifically, the County is seeking the services of an entity(ies) to identify, create, market, sell, and manage the revenue-generating opportunity, including identifying advertisers, and generating revenues, by maximizing the use of the County advertising structure/space, as well as making recommendations to the County to optimize the use of the structure/space.

The Selected Proposer shall comply with all rules and regulations relating to signage including, but not limited to, the Code of Miami-Dade County, Section 33-107 (Code of Class C Commercial Signs). Any modification to such ordinance(s) or any future legislation related to exterior (outdoor) signage shall apply, as applicable.

2.2 Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is that the Proposer must be the holder of an active "Mural Permit", as defined by Article XIII of the Charter and Code for the City of Miami, related to Zoning Approval for Temporary Uses and Occupancies (see https://library.municode.com/fl/miami/codes/code_of_ordinances?nodeId=CHCO_CH62PLZO_ARTXIIIPLZOAPTEUSOCPE).

2.3 Objectives

The objectives are:

- a) To effectively optimize the current advertising space on the chiller plant tower;
- b) To provide national and local advertisers opportunities for advertising on the structure/space;
- c) To generate maximum potential revenue to the County;
- d) To enhance the aesthetics of the location, without negatively impacting public safety.

2.4 Deliverables

The Proposer, through the services herein, shall be successful in accomplishing the following deliverables:

- a) Identify and develop a list of advertising opportunities for the structure/space and provide valuations for each;
- b) Market and sell outdoor commercial advertising for the structure/space;
- c) Install/construct advertising on the structure/space;
- d) Structure sales strategies to better understand prospects' businesses and meet their objectives;
- e) Furnish management, supervision, manpower, etc. necessary to maximize efficiency and effectiveness in sales and delivery;

2.5 Services to be Provided

A. General Services

The selected Proposer shall:

1. Commence mural installation at the subject site within 90 days following contract award. This includes the selected Proposer meeting all applicable City of Miami requirements as necessary to be approved by the City for the "transfer" of an existing mural permit from an existing site, or for obtaining a new site-permit.
2. Conduct, at its sole cost and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability, including the ability to meet the time requirement listed above.
3. Operate a successful, efficient and professional-appearing outdoor advertising venue, by replacing or repairing any and all physical component(s) of the advertisement and related equipment that are damaged due to normal wear-and-tear, weather-related incidents, vandalism and/or accident.
4. Make reasonable efforts to contract for the advertisement of goods and services that are provided by local businesses, in order to increase the value of the service to the surrounding business community.
5. Provide a plan by which the County may share use of the space for advertising County messages of importance to the public. Said plan shall be subject to final negotiations with the selected Proposer. Examples of potentially viable

arrangements might include shared use of the space at the same time, use of the entire façade on a periodic basis, and so on. The cost of the manufacturing and installing the County's message shall be borne by the selected Proposer.

6. Ensure that the selected Proposer's production and operation personnel meets with County's technical personnel within the first 30 days following contract award, in order to assess the specific characteristics of the property and to ensure compliance with those requirements deemed by the County to be necessary to protect the integrity of the building.
7. Appoint a single point of contact as the selected Proposer's Project Manager to represent and act on behalf of the selected Proposer in all matters pertaining to the advertising services program. Said employee should be readily available to timely respond to project-related concerns raised by the County or its designees.
8. Respond to the County's emergency requests within 24 hours and within 48 hours for other requests unless otherwise directed by the County. Maintenance personnel shall be available for emergency contact via phone 24 hours a day, 365 days a year.
9. Provide a comprehensive Master Plan demonstrating how, through advertising, the selected Proposer shall execute the objectives and implementation of the advertising program to maximize revenue for the Wall Murals. The Plan shall demonstrate the capability of actively soliciting and selling advertising and revenue initiative projects on a local, regional and national level, and shall include a realistic timetable for design and approval for the proposed advertising location. Thirty days after contract award, the selected Proposer shall submit the Master Plan for approval to the County's Project Manager, with a realistic timeline for implementation. Once the County approves the Master Plan, the selected Proposer shall commence installation of approved advertisement within ninety days from the date the County approves the Plan.

B. Advertising Installations and Fixtures

The selected Proposer shall:

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

C. Graphics

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

1. No advertising material which is irritating in its content or method of presentation shall be displayed.
2. No advertising shall be allowed that includes advertisement of tobacco products.
3. No advertising shall be displayed that contains material that is immoral, lascivious or obscene as defined in S.847.001 (Crimes) of the Florida Statutes.
4. No advertising shall be allowed that contains libelous material or material detrimental to the operation or goals of the County.

5. All advertising materials, advertisements and manner of presentation shall be subject to approval by the County, which may disapprove any such items at any time, at its sole discretion.
6. All text and display graphics shall be submitted to the County for approval no less than seven (7) business days in advanced of the scheduled mural installation date.

2.6 County Responsibilities

The County will provide reasonable and sufficient access to County-owned structure/space for the periodic installation and removal of the outdoor advertising, as well as for the maintenance and repair of the advertising and the structure/space. The Selected Proposer will cooperate with the County should the access be provided during times where the least amount of disruption will result. This may involve after-hours and evenings, weekends, and/or holidays when services are closed to the public. Performance of Scope of Work will be subject to supervision by the County.

2.7 Rent Schedule

The selected Proposer shall pay to the County, Base Rent for the lease of the south façade of CSF.

A. Base Rent - Minimum Annual Guarantee

The selected Proposer shall pay Base Rent (Minimum Annual Guarantee [MAG]) of no less than \$407,500 (plus tax), due in approximately twelve (12) equal monthly installments, for the first (1st) year of the Lease Agreement, commencing on the Effective Date of the Lease Agreement, and then paid monthly on the first day of each month without billing, during the term of the Lease Agreement. Effective on the thirteen (13th) month of the Lease Agreement, and every year thereafter, the Proposer shall pay the Base Rent, plus an escalation of three (3%) percent over the prior year's rent (plus tax).

B. Guarantee Deposit

The selected Proposer shall provide a cashier's check or money order as Guarantee Deposit in the amount equal to one month's rent as guarantee for the full and faithful performance by selected Proposer of all obligation of selected Proposer under this solicitation.

C. Reimbursement to County for Expenses Related to Electrical Consumption

The selected Proposer shall reimburse the County for expenses related to electrical consumption incurred to illuminate the wall advertising mural at said leased premises (if applicable). The electrical rate shall be adjusted accordingly.

Note: Refer to Form B-1, Price Proposal Schedule for Base Rent. The submitted Base Rent must be equal to or exceed the minimum values cited above, and will be considered during the evaluation and scoring process (Section 4.0). The County reserves the right to negotiate the final revenue arrangements.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

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

Technical Criteria	Points
1. Proposer's experience and past performance in providing the type of services described in this solicitation.	20
2. Experience and past performance of Key personnel and subcontractors in providing the type of services described in this solicitation.	10
3. Proposer's approach to providing the services requested in this solicitation, including Master Plan, Installation and Maintenance Plan, and sharing of space for County advertisements.	20
4. Financial Information	20
Price Criteria	
5. Proposer's proposal for Base Rent	30

4.3 Oral Presentations

Upon evaluation of the criteria indicated above Technical and Price, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

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

4.7 Local Preference

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

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better offers, the discussions may include price and conditions attendant to price.

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

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

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

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

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Lease Agreement

Exhibit A - View of the Facility

Proposal Submission Package, including:

Proposer Information Section

Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit, and
Contractor Due Diligence Affidavit

Form 1 – Price Proposal Schedule

Appendix A – Sample Pro Forma

Miami-Dade County, FL

RFP No. 01409

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

LEASE AGREEMENT FOR THE OPERATION OF ADVERTISING MURALS**Contract No. RFP-01409**

THIS LEASE AGREEMENT ("Lease") is being entered into and made effective this _____ day of _____, 2020 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), and _____, a corporation organized and existing under the laws of the State of Florida, having its principal office at _____ (hereinafter referred to as the "Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, mural space as shown on the attached Exhibit A (the Premises), for the terms described below.

WITNESSETH:

WHEREAS, the Landlord owns the Central Support Facility (the "CSF") for the use by patrons, Tenants, employees and visitors, and which facilities are administered for the Landlord by its Director of the Internal Services Department (the "Department"), or designee; and,

WHEREAS, the Tenant has offered to lease and operate the South Façade of the CSF (the "Premises") to install and maintain an advertising Mural (the "Mural") in a manner that shall conform to the Scope of Services (Appendix A); and Landlord's Request for Proposals (RFP) No. RFP-01409 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement; and

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

WHEREAS, the Tenant's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this Lease Agreement; and

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 Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- b) Any mention in this Lease Agreement of a period of days for the performance or observance of any duty, obligation, and/or covenant shall mean calendar days.
- c) The words "directed," "required," "permitted," "ordered," "designated," "selected," "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Landlord's Project Manager, and similarly the words "approved," "acceptable," "satisfactory," "equal," "necessary," or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Landlord's Project Manager.
- d) Any mention in this Lease Agreement as to Landlord, shall mean, Miami-Dade County, a political subdivision of the State of Florida, whose primary address is 111 NW 1st Street, Miami, Florida 33128.

Miami-Dade County, FL**RFP No. 01409**

- e) The words "Lease Agreement" "Lease" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 01409 and all associated addenda and attachments, the Tenant's Proposal, and all other attachments hereto and all amendments issued hereto.
- f) The words "Lease Agreement Effective Date" or "Effective Date" shall be on the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Lease becomes effective as provided herein is called the "Effective Date".
- g) The words "Lease Agreement Year" shall mean each twelve month period starting from the Lease Agreement Effective Date. The first Lease Agreement Year shall commence immediately upon the Lease Agreement Effective Date. Each new Lease Agreement Year begins on the one year anniversary of the Lease Agreement Effective Date.
- h) The word "Tenant" to mean the corporate entity _____, a _____, corporation and its permitted successors and assigns.
- i) The word "Mural" to mean painting or artistic work, including collage effects, composed of pictures or arrangements of color which may have a limited commercial sponsorship message, advertises a commercial product and which is made directly onto, projected onto or attached to a building or a wall.
- j) The words "Mural Permit," "Mural Permit Holder," or "Permit Holder" shall have the same meanings as in Article XIII of the Charter and Code of the City of Miami, related to Zoning Approval for temporary Occupancies (specifically, Sections 62-601 through 62-618).
- k) The words "Project Manager" to mean Miami Dade County's Internal Services Department, Real Estate Development Division, Division Director, or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Tenant.
- m) The word "Subcontractor" or "Sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Tenant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Tenant and whether or not in privity of Lease Agreement with the Tenant.
- n) The word "Wall" shall mean the exterior surface of the south façade of the County's Central Support Facility, located at 50 NW Second Avenue, Miami, Florida 33128.
- o) The words "Work," "Services", or "Project" to mean all documentation and any items of any nature submitted by the Tenant to the Landlord's Project Manager for review and approval pursuant to the terms of this Lease Agreement, and all matters and things required to be done by the Tenant in accordance with the provisions of this Lease Agreement.
- p) The words "CSF" shall mean the Central Support Facility, and the word "Premises" to mean the South Façade of the CSF.

2. Use of Leased Premises and Limitations on Use

Subject to Tenant's right to use the Space for the purposes specified in this Lease Agreement.

- A. The area of the leased Premises shall be used by Tenant for the installation and maintenance of advertising murals, to carry out the requirements of Appendix A, Scope of Services. Upon expiration of this Lease Agreement, any and all improvements, additions, alterations or other changes made by or for the Tenant, to the Leased Premises, shall become and remain the property of Landlord, without compensation or payment to the Tenant, except if Landlord determines that it does not want the improvement, then in such instance, the Tenant shall remove such improvements before it vacates the leased Premises. The Tenant shall not use or occupy the lease Premises for any unlawful purposes or in any manner that will cause waste, nuisance, or unreasonable annoyance to the Landlord or other tenants of the CSF building.

Tenant shall use the lease Premises for the purposes stated herein and for no other purpose whatsoever. Tenant shall not

use the Premises for any illegal purposes, nor violate any statute or regulation, rule or order of any governmental body in its use thereof, nor create, nor allow to exist, any nuisance or trespasses, nor do any act in or about the leased Premises or bring anything onto or into the leased Premises which will in any way increase the rate of insurance in the leased Premises or overload the floors of the leased Premises (ie; destroy or mar the appearance of).

- B. The County's approval is required prior to any installation and/or use of the Premises. All installation and use of the Premises shall be accomplished in accordance with the City of Miami and County permitting requirements, any all other applicable State law, Federal law, City Code, County Code, and any and all other State or local rules and regulations. The Tenant agrees that neither the Tenant, nor any of its employees, vendors, agents, and/or contractors shall perform any improvements to the leased Premises, including but not limited to commencing with any additions, alterations, construction work, or any initial partition or installation work, without the prior written approval of Landlord and securing any and all requisite insurance, as required under this Agreement. The Tenant shall comply with any and all of the Landlord's rules and regulations regarding when and/or how to commence and conclude construction work necessary for the improvements, including but not limited to bringing in construction material and equipment, the time when such work is permitted, the removal of all unused construction materials, equipment, shipping containers, packaging and debris from the leased Premises. The Tenant shall be solely responsible for any packaging, waste, and at no time during construction period for any improvements shall the Tenant or any of the Tenant's employees, agents, vendors, contractors, and/or subcontractors use the Premises building trash receptacle for trash removal.
- C. The Tenant acknowledges and agrees that the Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's improvements, including but not limited to, decorations or installations made prior to, or subsequent to, the commencement of any improvements to the leased Premises, unless caused by the gross negligence of Landlord, or any of its employees, agents, vendors, contractors, or subcontractors.
- D. Notwithstanding the Tenant's right to use the Premises for the purposes specified in this Lease Agreement, Tenant shall not suffer or permit the 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 CSF building structure or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the CSF building structure; (v) materially impair or interfere with the regular operations of the CSF building; (vi) impair or interfere with the physical convenience of any of the occupants of the CSF; or (vii) impair any of the Tenant's other obligations under this Lease Agreement. In event, the Tenant is notified of any violation of codes, ordinances, or regulations not attributable to the Landlord's work or actions, either by the local municipal authorities or by some other jurisdictional entity or agency, the Tenant shall correct such violations after three (3) days notice.
- E. The Tenant understands and agrees that (i) the Premises will not accommodate free-standing structures, and this Lease Agreement is strictly limited to building-mounted wall murals; (ii) pursuant to local zoning ordinances, direct or implied advertising of tobacco products is strictly prohibited and (iii) political messages, such as campaigning, and obscene or offensive material is also prohibited.

3. Operations

Tenant shall continuously and uninterruptedly, install, maintain and operate the Mural at the CSF. The Tenant agrees that it shall maintain the leased Premises in a clean and orderly condition during the period of time when any improvements are being made to the leased Premises and during Tenants time of continuous operation.

4. Governmental Approvals

If any governmental license or permit, in addition to the mural permit required by the City of Miami pursuant to Sections 62-601 through 62-618 of the Code of the City of Miami, shall be required for the proper and lawful conduct of Tenant's business in the said leased Premises, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the County, Tenant at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Tenant shall at all times comply with the terms and conditions of each license and permit. Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations, and requirements of any applicable

federal, state, county and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own expense. During the term of this Lease, if any governmental agency, municipality, utility company, including but not limited to the Landlord's Economic Resource Department, requires changes to the Premises or to any of the facilities or systems (including but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels, back flow preventers and/or ADA accessibility), the Tenant hereby agrees that it shall make such changes at its sole costs and expense. If any third party, including but not limited to, utility companies, municipalities, and contractors cause damage to the Premises, the Tenant shall be responsible, at its sole expense and cost, for the repair of such damage.

The Tenant further acknowledges and agrees that if any present or future law, ordinance, regulation or order requires any type of use and/or occupancy permit, from, or for, the Tenant, for the use and/or occupancy of the leased Premises, by the Tenant, that the Tenant will obtain such permit at the Tenant's sole cost and expense prior to the Tenant operating its business in the leased Premises.

Non-exclusivity

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

5. Order of Precedence

If there is a conflict between or among the provisions of this Lease Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Scope of Services (Appendix A), 3) Miami-Dade County's RFP No. 01409 and any associated addenda and attachments thereof, and 4) the Tenant's Proposal. Parties agree that this Agreement shall be governed by the laws of the State of Florida, and that venue for any dispute (s) arising out of this Lease shall be in the County of Miami-Dade.

6. Premises Description

The CSF building is located at 50 NW 2 Avenue, Miami, Florida, 33128. Premises is approximately 40' H by 80'W, facing the south bound traffic of Interstate 95 as shown on Exhibit A attached hereto and incorporated herein by reference. The Landlord does not grant to the Tenant any easement for natural light, air space, or view; and no such easement is implied by this Agreement. Further, the Tenant agrees that any reduction or elimination of Tenant's natural light, air space or view will not affect this Agreement.

Tenant hereby acknowledges and agrees that in entering into this Lease, after conducting its own inspection of the leased Premises, and based upon its own judgment, and its desirability for the use of the lease Premises has independently concluded that it desires to occupy the leased Premises and the leased Premises are suitable for its purpose. The Tenant further acknowledges and agrees that it has not been governed or influenced by any representative of the Landlord as to the condition or character of the leased Premises, or area or neighborhood in which the leased Premises sits. Landlord specifically denies any type of warranty for the leased Premises to the Tenant in its current "AS-IS" "WHERE-IS" condition, with any and all faults.

7. Nature of the Lease Agreement

- A. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and that this Lease may be modified only by an Agreement in writing signed by the Landlord and Tenant. The Tenant hereby acknowledges and agrees that the Tenant has not relied upon any statement, representation, and prior written or contemporaneous oral promises, agreements, or warranties, except such as are expressed herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Lease Agreement shall be of no force or effect, and that this Lease Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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- B. The Tenant shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- C. The Tenant acknowledges that this Lease Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Lease Agreement. All things not expressly mentioned in this Lease Agreement, but necessary to carrying out its intent are required by this Lease Agreement, and the Tenant shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Tenant shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Lease Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the Landlord's Project Manager.
- E. The Tenant acknowledges that the Landlord shall be responsible for making all policy decisions regarding the Scope of Services. The Tenant agrees to provide input on policy issues in the form of recommendations. The Tenant agrees to implement any and all changes in providing Services hereunder as a result of policy change implemented by the Landlord. The Tenant agrees to act in an expeditious and fiscally sound manner in providing the Landlord with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

8. Term

The Lease Agreement shall become effective on the date indicated on the first page of this Lease Agreement and shall expire on midnight on the day prior to the sixty (60th) anniversary of the Commencement Date ("Expiration Date"). The Landlord, at its sole discretion, reserves the right to exercise the option to renew this Lease Agreement for an additional period of sixty (60) month term upon the same terms and conditions contained herein. The Landlord reserves the right to exercise its option to extend this Lease Agreement for up to one hundred-eighty (180) calendar days beyond the current Lease Agreement period and will notify the Tenant in writing of the extension. This Lease Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the Landlord and the Tenant, upon approval by the Board of County Commissioners, provided that the Tenant is in good standing, and has not been in default of any of the terms or conditions of this Lease during the term of this Lease and Landlord, in its sole discretion, makes a request for an Extension of this Lease ("Lease Extension") Tenant may request an extension of this lease by providing Landlord with a written extension request ("Extension Request") no later than ninety (90) days prior to the expiration of the 60th month. The granting of Tenant Extension Request, shall be within the sole discretion and approval of Landlord.

9. Minimum Annual Guarantee (MAG) – Base Rent

The Tenant, in consideration of the use of the Premises does hereby covenant and agree to pay to the Landlord without deduction or set off of any kind the sum of \$TBD (plus tax) per annum as MAG, hereinafter referred to as "Base Rent". Tenant hereby agrees to pay the Landlord the Base Rent of \$TBD (plus tax) for the first twelve months of the Lease Agreement. Thereafter, effective the 13th month of the Lease Agreement, and every year thereafter, the Tenant agrees to pay the Landlord the Base Rent, plus an escalation of three (3%) percent over the prior year's rent (plus tax) in monthly installments of \$TBD (plus tax) on the first day of each month without billing, throughout the remainder of the Lease Agreement.

Guarantee Deposit

The Tenant shall provide a cashier's check or money order as Guarantee Deposit in the amount equal to one month's rent as guarantee for the full and faithful performance by the Tenant of all obligation of the Tenant under this Agreement.

10. Reimbursement to Landlord for expenses Related to Electrical Consumption.

The Tenant shall reimburse the Landlord for expenses related to electrical consumption incurred to illuminate the wall advertising mural at said leased premises (if applicable). The electrical rate shall be adjusted accordingly.

11. Sales Tax

The Tenant shall be liable for the prevailing State of Florida Sales and Use Tax imposed on payment (currently at the rate of 6.5% on the amounts payable to the Landlord. This Sales and Use Tax shall be payable to the Landlord, when payment is due, the Landlord in turn will remit same, less authorized handling deductions to the State of Florida.

12. Additional Taxes

If at any time during the term of this Lease Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on the Base Rent or Monthly Minimum Guarantee, whichever is greater, (fixed minimum or additional), or other tax (except income tax), however described, against the Landlord on account of the payment, shall be deemed to constitute real estate taxes on the Space and the premises for the purposes of this Paragraph.

13. Taxes on Tenant's Personal Property

Tenant 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 Space by Tenant.

14. Late Payment Charge

In the event that the Tenant fails to make any payments on time, by the due date, as required to be paid under the provisions of this Lease Agreement, ten calendar days after such due date, interest at the rate of 18% per annum shall accrue against all such delinquent payment(s) from the original due date, until the Landlord actually receives payment. The right of the Landlord to require payment of such interest and the obligation of the Tenant to pay same shall be in addition to and not in lieu of the Landlord's rights to enforce other provisions herein, including termination of this Lease Agreement, or to pursue other remedies provided by law.

15. Application of Payments

Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Base Rent, whichever is greater and the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.

16. Worthless Check or Draft

In the event that the Tenant delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease Agreement, the Tenant shall incur and pay a service charge of \$40.00 or five percent (5%) of the face amount of the check, whichever is greater. This amount will be in addition to any late fee's that might apply. For each such dishonored check, such payment is to be made not more than five (5) days from written notice of such default. Further, in such event, the Landlord may require that future payments required pursuant to this Lease Agreement be made by cashier's check or other means acceptable to the Landlord. A second such occurrence of dishonored check during the Lease Agreement term will be a breach of contract and, at the Landlord's option, will constitute a default allowing termination.

17. Payment of Rent

The Base Rent as well as other amounts payable by Tenant to the Landlord, under the terms of this Lease Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement. Base Rent and all other payments provided for in this Lease Agreement shall be paid or mailed to:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, FL 33128
(Checks shall be made payable to the "Miami-Dade County")

Miami-Dade County, FL**RFP No. 01409**

18. **Notices:** Any notices submitted or required by this Lease Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the Landlord:

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

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128
Attn: Division Director
Phone: (305) 375-4323
Fax: (305) 375-1125

and

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

Miami-Dade County
Internal Services Department
Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: Namita.Uppal@miamidade.gov

2. To the Tenant :

Attention: _____
Phone: _____
Email: _____

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

19. **Accord and Satisfaction**

No payment by Tenant or receipt by the Landlord of a lesser amount than any payment of Base Rent and additional payment herein stipulated shall be deemed to be other than on account of the earliest stipulated Base Rent due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Base Rent and any additional payment be deemed an accord and satisfaction. The Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent and any additional payment or pursue any other remedy provided in this Lease Agreement, at law or in equity.

20. Diminution for Landlord's Repair

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

21. Condition of Leased Premises

Tenant hereby accepts the leased Premises in the condition it is in at the beginning of this Lease Agreement.

22. Common Areas:

- A. **Common Areas** shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by CSF building, meaning all parking levels, cooling equipment and offices located within the CSF building, for the common or joint use or benefit of Tenant of the CSF, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed spaces, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid. Except for electricity, no other costs, expenses and or fees are required to be paid by Tenant to the Landlord for use of Common Areas.
- B. **Access** to CSF Common Areas by Tenant, its affiliates and/or subcontractors is strictly prohibited unless prior written approval is granted by, and arrangements made with Landlord.
- C. **Utilities.** The Tenant, at its sole cost, may, on the basis of specifications approved by Landlord, procure the installation of Mural night-illumination within said leased Premises. However, it is understood and agreed that the nature of the Tenant's business to be conducted on the leased Premises, as stated herein, does not require the need for such illumination or for any other utility services, unless required by Tenant.

Tenant further agrees and understands that the Landlord has caused all necessary utility lines and service to be brought to the Premises. Tenant shall not place (or cause to place) any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the CSF building as determined either by the utility providing such service or by the Landlord in the exercise of reasonable judgement. Tenant shall make all repairs caused by Tenant's negligence.

- D. **Maintenance.** The Tenant agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary required to keep the leased Premises and any improvements thereto in a state of good repair, and in a safe and clean condition at all times. Landlord shall notify Tenant after discovering any maintenance deficiencies, which Tenant is responsible for maintaining and Tenant shall make the necessary maintenance repairs within three (3) days after said notice from Landlord.

23. Sub contractual Relations

- A. If the Tenant will cause any part of this Lease Agreement to be performed by a Subcontractor, the provisions of this Lease Agreement will apply to such Subcontractor and its officer, agents and employees in all respects as if it and they were employees of the Tenant; and the Tenant 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 Tenant. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Tenant.
- B. The Tenant, before making any subcontract for any portion of the services, will state in writing to the Landlord the name of the proposed Subcontractor, the portion of the Work, which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Landlord may require. The Landlord will have the right to require the Tenant not to award any subcontract to a person, firm or corporation disapproved by the Landlord.

- C. Before entering into any subcontract hereunder, the Tenant will inform the Subcontractor fully and completely of all provisions and requirements of this Lease Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Lease Agreement.
- D. In order to qualify as a Subcontractor satisfactory to the Landlord, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Landlord that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Landlord that it has satisfactorily performed services of the same general type which is required to be performed under this Lease Agreement.
- E. The Landlord shall have the right to withdraw its consent to a subcontract if it appears to the Landlord that the subcontract will delay, prevent, or otherwise impair the performance of the Tenant's obligations under this Lease Agreement. All Subcontractors are required to protect the confidentiality of the Landlord's and Landlord's proprietary and confidential information. Tenant shall furnish to the Landlord copies of all subcontracts between Tenant and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Landlord permitting the Landlord to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the Landlord finds the Tenant in breach of its obligations, the option to the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Landlord to any subcontractor hereunder as more fully described herein.

24. Assumptions, Parameters, Projections, Estimates and Explanations

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

25. Landlord Approval

The nature, size, shape and installation of Tenant's Mural advertising must first be approved in writing by the Landlord. Tenant will be permitted to make any and all changes and/or modifications upon obtaining written approval from Landlord. Said approval shall not be unreasonably held. The Tenant agrees that it will obtain prior written approval from the Landlord in all of the following matters:

- Changes from originally approved specifications, pricing, activities, signage, merchandise, menus and graphics.
- Equipment Tenant plans to install requiring any building modifications.
- Aesthetics of the CSF.
- Any use of the County's, facility's or Space's name.
- Making use of the Landlord's name.

Mural must be maintained in good condition and appearance.

Should any of the above items be disapproved, Tenant may offer alternative solutions. The Landlord reserves the right with stated just cause to require the Tenant to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.

26. Personnel

The Tenant shall provide the Landlord with the name and telephone number of a management person of the Tenant who will be on call, at all times, for emergencies or other matters related to the operations under this Lease Agreement. The Tenant shall ensure that all of its personnel are courteous and cooperative and present a neat, clean uniformed and professional appearance at all times. Failure of an employee to do so shall be grounds for the Landlord to demand his or her removal from duties in the Space. The Tenant shall ensure that all employees having public contact are able to understand and communicate in spoken English. All employees of the Tenant shall be considered to be, at all times, employees of the Tenant

under its sole direction and not employees or agents of the Landlord.

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

27. Independent Tenant Relationship

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

The Tenant does not have the power or authority to bind the Landlord in any promise, agreement or presentation other than specifically provided for in this Lease Agreement. This Lease does not create the relationship of principal and agent, or of partnership, or of the joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of Landlord and Tenant.

28. Hurricane Preparedness

The Tenant shall follow the County's emergency evacuation and hurricane plan as set forth for the CSF Building.

- 29. Maintenance Responsibilities of Tenant , Appearance of Facility:** Tenant shall, at its sole cost and expense, keep and maintain the Mural in a clean and good condition. The provision of all maintenance for the Mural are the sole and exclusive responsibility of the Tenant. Upon failure of the Tenant to maintain the Mural as required in this Paragraph, the Landlord may, after fifteen days written notice to the Tenant, perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, labor, and materials, shall constitute additional rent, and shall be billed to and paid by the Tenant.

30. Inspection by Landlord

The Landlord shall have the authority to make periodic reasonable inspections of the Space, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Tenant shall be required to make any improvements in cleaning or maintenance methods reasonably required by the Landlord. Such periodic inspections may also be made at the Landlord's discretion to determine whether the Tenant is operating in compliance with the terms and provisions of this Lease Agreement.

31. Right of Entry

The Landlord or any of its agents shall have the right to enter upon the Premises at all times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Space as the Landlord deems necessary, but the Landlord assumes no obligation to make repairs in the Space other than those expressly provided for in this Lease Agreement. The Landlord agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Tenant and that the Landlord will diligently proceed therewith to completion. The Landlord or the Landlord's agents shall also have the right to enter upon the Premises at all times to show it to actual or prospective mortgagees, operators, or Tenant s of the Space. During the one hundred and eighty (180) days prior to the expiration of the term of this Lease Agreement, the Landlord may show the Space to prospective operators. If, during the last ninety (90) days of the term of this Lease Agreement, Tenant shall have removed all or substantially all of Tenant's Premises there from, the Landlord may immediately enter, alter, renovate, and redecorate the Space without elimination or abatement of payment or other compensation and such action shall have no effect upon this Lease Agreement.

32. Permits and Regulations

Tenant covenants and agrees that Tenant will obtain any and all necessary permits and approvals and that all uses of the leased Premises will be in conformance with all applicable laws.

33. Damage or Destruction of Premises

Tenant shall repair all damages to the Premises caused by the Tenant, its employees, agents, contractors, or independent Tenants.

If by fire, the elements, act of GOD, or other casualty, but through no fault, negligence, or cause of the Tenant, or any of its employees, agents, vendors, contractors, subcontractors, guests, or clients, the lease Premises is totally damaged or destroyed, or the CSF is totally damaged, or destroyed, or the CSF building is partially damaged or destroyed to the extent that twenty-five (25%) percent or more of the replacement costs thereof (even though the leased Premises may not be totally damaged), the Landlord will have the option of terminating this Lease, or any extension thereof, by serving written notice upon the Tenant within one hundred and eighty (180) days from the date of the casualty, and any prepaid rent, paid by Tenant, will be prorated as of the date of the destruction, and the unearned portion of such rent will be refunded to the Tenant, without interest, and all parties shall be released from all obligations under this Lease, except for those obligations that specifically survive expiration or termination hereunder. Further, for any such early termination of this Lease, the Tenant shall not be entitled to any other type of reimbursement or consideration.

If by fire, the elements of GOD, or another casualty, but through no fault, negligence, or cause of the Tenant, or any of its employees, agents, vendors, contractors, subcontractors, guests, or clients, the leased Premises is damaged or partially destroyed to the extent that it equals less than twenty-five (25%) percent of the replacement cost thereof, and the other provisions of the prior paragraph are not applicable, the Landlord may either terminate this Lease by serving written notice upon Tenant within sixty (60) days of the date of destruction or Landlord may restore the leased Premises, at the Landlord's sole and absolute discretion.

The Landlord will not be liable for any damage to, or any inconvenience of, the Tenant, or any of the Tenant's agent occasioned by fire or other casualty, unless caused by the intentional or gross negligent act or omission of the Landlord, or its officers, employees, agents, vendors, contractors, and/or subcontractors.

The Tenant agrees that should any of the damage or destruction of the leased Premises, and/or the CSF building, be the result of, cause of, or even tangentially related to the actions or omissions of the Tenant, or any of its employees, agents, vendors, contractors, or subcontractors, then the Tenant shall be held strictly liable for the cost to immediately restore, repair, and/or rebuild the leased Premises, and/or the CSF in accordance with the Landlord's instructions whichever is so damaged or destroyed.

- 34. Landlord's Repair, Facility Repairs, Alterations and Additions by the Landlord:** The Landlord, as its responsibility, and at its expense (except if the damage is caused by Tenant, its employees, agents, or independent Tenant s), 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 Space and the Common Areas of the CSF Building. There shall be no allowance to Tenant for Base Rent for interruption of business and no liability on the part of the Landlord by reason of inconvenience, annoyance, or injury to business arising from the Landlord, Tenant or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the Premises or CSF Building, or to fixtures, appurtenances, or equipment thereof. The Landlord shall have the absolute right to make repairs, alterations, and additions to any structures and facilities, including the Space under this Lease Agreement, free from any and all liability to the Tenant for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions. In making such repairs, alterations, and additions, the Landlord shall take such reasonable measures as are necessary to minimize interference with Tenant's operations of the Premises, for short term disruption of one week or less to Tenant's business where adequate accommodations can be made to minimize the inconvenience and injury to Tenant's business. If the Tenant's business is interrupted for more than one week, a pro-rata adjustment of the Base Rent, payable hereunder for the period of such interruption shall be made.

Miami-Dade County, FL**RFP No. 01409****35. Alterations by Tenant**

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

36. Performance of Obligations

Tenant covenants at all times during the term of this Lease Agreement to perform promptly all of the obligations of Tenant set forth in this Lease Agreement.

37. Assignment and Successors in Interest

Tenant shall not assign or sublet this Lease Agreement or any portion thereof, nor any Premises associated with this Lease Agreement without prior written approval of the Landlord. Unapproved assignment or subletting shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on assignees and other successors as may be approved by the Landlord.

- A. Tenant shall not enter into any assignment or sublease agreement for services required to be provided under this Lease Agreement without prior written approval of the Landlord. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on any assigned tenant or subtenant as defined in this Lease Agreement. Tenant shall be liable for acts and omissions by any assigned tenant or sub-tenant affecting this Lease Agreement. The Landlord reserves the right to require the removal of any assigned tenant or sub-tenant of the Tenant for any cause for which Tenant may be terminated.
- B. Any approved assignment or sub-lease agreement for Lease Agreement services must be made available and accounted for through the Tenant so as to provide seamless service to the public as if provided directly by the Tenant.

Any approved Assignee or sub-tenant expressly assumes all of the terms and provisions of this Lease together with the following (i) reasonably detailed information as to the character, reputation and business experience of the proposed assignee or subtenant; and (ii) financial information and bank references of the proposed assignee or subtenant. No assignment or subletting will relieve the Tenant of any of its primary obligations or liabilities under this Lease, and the Tenant, and any assignee of this Lease will be jointly and severally liable for any and all obligations and performances. Any assignment or subletting will be subject to all terms and conditions of this Lease. No assignment or subletting shall be for less rental rate than being charged under this Lease.

38. Proprietary Information

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

39. Indemnification and Insurance

Tenant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting Lease Agreement by Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant 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.

Tenant shall furnish to **Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers Compensation Insurance for all employees as required by Chapter 440, Florida Statutes.

Miami-Dade County, FL**RFP No. 01409**

- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

Award is contingent upon receipt from the Tenant of insurance documents within fifteen (15) calendar days after County Mayor or designee approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease Agreement, the Tenant shall be verbally notified of such deficiency and shall have an additional five (5) days to submit a corrected certificate to the Landlord. If the Tenant fails to submit the required insurance documents in the manner prescribed in this Lease Agreement within twenty (20) calendar days after Board of County Commission approval, the Tenant shall be in Default of the contractual terms and condition and award of the contract will be rescinded, unless such time frame for submission has been extended by the Landlord.

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

The Landlord reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Tenant. Modification or waiver of any of the aforementioned requirements is subject to approval of the County's Risk Management Division.

40. Liability for Damage or Injury

The Landlord shall not be liable for damage or injury which may be sustained by any party or persons at the Space other than the damage or injury solely caused by the negligence or intentional actions of the Landlord, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

41. No Liability for Personal Premises

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

42. Patent and Copyright Indemnification

- A. The Tenant warrants that all Work furnished hereunder, including but not limited to, wall murals, and the like, do not infringe upon or violate any patent, copyright, service marks, trade secrets, or any other third party proprietary rights.
- B. The Tenant shall be liable and responsible for any and all claims made against the Landlord for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use of supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Works, or the Landlord's continued use of the Work furnished hereunder. Accordingly the Tenant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Landlord and defend any action brought against the Landlord with respect to any claim, demand, cause of action, debt, or liability.
- C. In the event any Work or anything provided to the Landlord hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Tenant shall have the obligation to, at the Landlord's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Landlord, at the Tenant's expenses, the rights provided under this Lease Agreement to use the item(s).
- D. The Tenant shall be solely responsible for determining and informing the Landlord whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work hereunder. The Tenant shall enter into agreements with all suppliers and subcontractors at the Tenant's own risk. The Landlord may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the Landlord's judgement, use thereof would delay the Work or be unlawful.
- E. The Tenant shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual Premises rights in the performance of the Work.

43. Manner of Performance

- A. The Tenant agrees to defend, hold harmless and indemnify the Landlord and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Landlord, occurring on account of, arising from or in connection with the removal and replacement of any Tenant's personnel or subcontractors, performing services hereunder at the behest of the Landlord. Removal and replacement of any Tenant's personnel as used in this article shall not require the termination and or demotion of such Tenant's personnel.
- B. The Tenant agrees that at all times it will employ, maintain and assign to the performance of the Services, a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Tenant agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Landlord, should the Landlord make a determination in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such position.

- C. The Tenant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- D. The Tenant shall at all times cooperate with the Landlord and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- E. The Tenant shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Lease Agreement.

44. Severability

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

45. Termination of Lease Agreement by Landlord

The occurrence of any of the following may cause, at the Landlord's discretion, this Lease Agreement to be terminated by written notice by the Landlord pursuant to the requirements of Article 20 of this Lease Agreement hereof, upon the terms and conditions also set forth below:

- A. Termination immediately, upon written notice, for any of the following:
- Institution of proceedings in voluntary bankruptcy or reorganization by the Tenant.
 - Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
 - Assignment by Tenant for the benefit of creditors.
 - The discovery of any misstatement in the Tenant's Proposal leading to award of this Lease Agreement, which in the determination of the Landlord significantly affects the Tenant's qualifications to perform under the Lease Agreement.
 - Failure to cease any activity which may cause limitation of Landlord's use of CSF.
 - A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord or brought by the Landlord against Tenant.
- B. Termination after ten (10) calendar day written notice for any of the following:
- 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 Tenant makes the required payment(s), including any late payment charges, during the ten (10) calendar day period following mailing of the written notice. Additionally, the Landlord may sue for Base Rent, and additional payment for the unexpired term of this Lease Agreement.
 - Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from receipt of written notice.
- C. Termination after fourteen (14) days written notice for non-performance of any covenant of this Lease Agreement other than non-payment of payment or performance fees and others listed in items A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
- D. Notwithstanding the foregoing, in the event that the Tenant has repetitively defaulted (4) four times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Tenant, regardless of whether the Tenant has cured each individual condition of breach or default as provided herein above, the Tenant may be determined by the Landlord to be an "habitual violator". At the time that such determination is made, the Landlord shall issue to the Tenant a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach (es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease Agreement. In the

event of any such subsequent breach or default, Landlord may terminate this Lease Agreement upon the giving of written notice of termination to the Tenant, 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 Tenant shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Tenant shall discontinue its operations at CSF, and proceed to remove all its personal Premises in accordance with this Lease Agreement.

- E. Early Termination by Landlord, the Landlord through its County Mayor, or Mayors designee, shall have the right to cancel/terminate this Lease at any time and for any reason by giving the Tenant at least ninety (90) calendar days written notice prior to its cancellation date ("Cancellation Notice").

Event of Default:

- A. An Event of Default shall mean a breach of this Lease Agreement by the Tenant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- the Tenant has not delivered Work on a timely basis;
 - the Tenant has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled personnel;
 - the Tenant has failed to make prompt payment to subcontractors or suppliers for any Services;
 - the Tenant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Tenant's creditors, or the Tenant has taken advantage of any insolvency statute or debtor/creditor law or if the Tenant's affairs have been put in the hands of a receiver;
 - the Tenant has failed to obtain the approval of the Landlord where required by this Lease Agreement;
 - the Tenant has failed to provide "adequate assurances" as required under section "B" below;
 - the Tenant has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Landlord, reasonable grounds for uncertainty exist with respect to the Tenant's ability to perform the Services or any portion thereof, the Landlord may request that the Tenant, within the timeframe set forth in the Landlord's request, provide adequate assurances to the Landlord, in writing, of the Tenant's ability to perform in accordance with terms of this Lease Agreement. Until the Landlord receives such assurances the Landlord may request an adjustment to the compensation received by the Tenant for portions of the Services which the Tenant has not performed. In the event that the Tenant fails to provide to the Landlord the requested assurances within the prescribed time frame, the Landlord may:
- treat such failure as a repudiation of this Lease Agreement;
 - resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Landlord shall terminate this Lease Agreement for default, the Landlord or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

46. Notice of Default – Opportunity to Cure

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

47. Remedies in the Event of Default

If an Event of Default occurs, the Tenant shall be liable for all damages resulting from the default as well as subject to any equitable relief available to the Landlord, including but not limited to:

- lost revenues;

- the difference between the cost associated with procuring Services hereunder and the amount actually expended by the Landlord for reprourement of Services, including procurement and administrative costs; and,
- such other direct damages.

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

48. Termination and Suspension of Work:

A. The Landlord may immediately terminate this Lease Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Landlord through fraud, misrepresentation or material misstatement.

B. The Landlord may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Landlord and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Landlord through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Tenant may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Lease Agreement, the Landlord may, in its sole discretion, with or without cause, terminate this Lease Agreement by giving 30 days written notice to the Tenant and in such event:

- D. The Tenant shall, upon receipt of such notice, unless otherwise specified in the notice from the Landlord:
- Stop work on the date specified in the notice ("the Effective Termination Date");
 - Take such action as may be necessary for the protection and presentation of the Landlord's materials and Premises;
 - Cancel orders;
 - Assign to the Landlord and deliver to any location designated by the Landlord any non-cancelable orders for Work that are not capable of use except in the performance of this Lease Agreement and has been specifically developed for the sole purpose of this Lease Agreement and not incorporated in the Services
 - Take no action which will increase the amounts payable by the Landlord under this Lease Agreement; and
- E. In the event that the Landlord exercises its right to terminate this Lease Agreement pursuant to this Article, the Landlord will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Lease Agreement up to the Effective Termination Date, and
- F. In the event that the Landlord exercises its right to terminate this Lease Agreement prior to the end of the first Lease Agreement Year, pursuant to this Article, the Landlord will refund to the Tenant a pro-rated portion of the first Lease Agreement Year lump sum payment made by the Tenant, for the remaining period of the Lease Agreement Year.

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

deliver said premises to the Landlord in condition set forth in this Article.

49. Surrender of Leased Premises

Tenant agrees to surrender to Landlord, at the expiration or earlier termination of the Lease Agreement, said leased Premises in as good condition, and subject to ordinary wear and tear as said leased Premises was at the beginning of the term of this Lease Agreement. All signs shall be removed by the Tenant at the termination of this Lease Agreement and any damage or unsightly condition caused to Premises because of or due to said signs shall be satisfactory corrected or repaired by the Tenant. Tenant's obligation to observe and perform the covenants set forth in this Article shall survive the expiration or earlier termination of the term of this Lease Agreement.

50. Limiting Legislative or Judicial Action

In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the CSF for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. In the event that a referendum vote of the electorate of the Landlord in any way restricts or prohibits the use of the Space for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. If the Landlord deems the Lease Agreement null and void by function of this Paragraph, the Landlord will not be liable to the Tenant for damages arising there from and the Landlord shall have no further liability under this Lease Agreement.

51. Lien

The Landlord shall have a lien upon all personal Premises of the Tenant on the Premises to secure the payment to the Landlord of any unpaid money accruing to the Landlord under the terms of this Lease Agreement.

52. Mechanics' Materialmen's and Other Lien

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

53. Non-Discrimination

Tenant does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:

- A. No person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Space, except as provided by law.
- B. That in the construction of any improvements on, over, or under the premises and the furnishings of services thereon, no person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, within or outside Miami-Dade County, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
- C. The Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- D. In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate the Lease Agreement and re-enter and repossess said Space thereon and hold the same as if said Lease Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
- E. The Tenant shall not discriminate against any employee or applicant for employment in the performance of the

contract with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

54. Conflict of Interest

The Tenant represents that:

- A. No officer, director, employee, agent, or other consultant of the Landlord or a member of immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Lease Agreement.
- B. There are no undisclosed persons or entities interested with the Tenant in this Lease Agreement. This Lease Agreement is entered into by the Tenant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Landlord, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - Is interested on behalf of or through the Tenant directly or indirectly in any manner whatsoever in the execution or the performance of this Lease Agreement, or in the services, supplies or work, to which this Lease Agreement relates or in any portion of the revenues; or
 - Is an employee, agent, advisor, or consultant to the Tenant or to the best of the Tenant's knowledge any subcontractor or supplier to the Tenant.
- C. Neither the Tenant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Tenant shall have an interest which is in conflict with the Tenant's faithful performance of its obligation under this Lease Agreement; provided that the Landlord, in its sole discretion, may consent in writing to such a relationship, provided the Tenant provides the Landlord with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Landlord's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Lease Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Tenant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Tenant shall promptly bring such information to the attention of the Landlord's Project manager. Tenant shall thereafter cooperate with the Landlord's review and investigation of such information, and comply with the instructions Tenant receives from the Landlord's Project Manager in regard to remedying the situation.

55. Press release or Other Public Information

Under no circumstances shall the Tenant without the express written consent of the Landlord:

- Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Landlord, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Landlord. Such approval may be withheld if for any reason the Landlord believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Landlord; and
- Except as may be required by law, the Tenant and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Tenant or such parties has been approved or endorsed by the Landlord.

56. Bankruptcy

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

57. No Waiver of Right to Enforce

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

58. Rules and Regulations

The Tenant will observe, obey, and comply with all rules and regulations adopted by the Landlord and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Tenant's operations under this Lease Agreement. Failure to do so will constitute a breach of the Lease Agreement.

59. Authority Of The Landlord's Project Manager

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

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

60. Mutual Obligations:

- A. Nothing in this Lease Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- B. In those situations where this Lease Agreement imposes an indemnity obligation on the Tenant, the Landlord may, at its expense, elect to participate in the defense if the Landlord should so choose. Furthermore, the Landlord may at its own expense defend or settle any such claims if the Tenant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Tenant.

61. Interpretations

This Lease Agreement and the appendixes and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written Lease Agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal Lease Agreements expressly and clearly incorporated by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written document, properly authorized by both parties and executed. This Lease Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease Agreement shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.

62. Rights Reserved to Landlord

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

63. Waiver

Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease Agreement shall not automatically invalidate the entire Lease Agreement.

64. No Partnership or Agency

The Landlord and the Tenant are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Lease Agreement does not constitute and shall not be represented to constitute a partnership between the Landlord and the Tenant.

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

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

65. Choice of Venue

Any litigation between the Landlord and the Tenant relating in any way to this Lease Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida.

66. Audits

The Landlord, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Tenant's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Landlord. Such records shall subsequently conform to Generally Accepted Accounting Principle requirements, as applicable, and shall only address those transactions related to this Lease Agreement.

Pursuant to County Ordinance No. 03-2, the Tenant will grant access to the Commission Auditor to all financial and performance related records, Premises, and equipment purchased in whole or in part with government funds. The Tenant 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

67. Local, State, And Federal Compliance Requirements

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- E. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- F. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- G. Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- H. The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- I. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- J. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- K. Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- L. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- M. Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Lease Agreement, the Tenant is certifying that the Tenant is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Tenant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Landlord or Tenant for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Tenant. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Tenant prior to authorizing work and as needed.

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

68. Vendor Registration/Conflict of Interest**a) Vendor Registration**

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1, 2-8.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

69. Inspector General Reviews**Independent Private Sector Inspector General Reviews**

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

70. **Force Majeure:** Neither the Tenant nor the Landlord shall be required to perform any term, condition, and/or covenant under this Lease so long as such performance is delayed or prevented by force majeure. The term force majeure shall mean when the Tenant and/or the Landlord shall be excused for the period of any delay and shall and shall not be deemed in default with respect to the performance of any of the nonmonetary terms, covenants, and conditions, of this Lease when prevented from so doing cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of GOD, or any other cause, whether similar or dissimilar to the foregoing, no within the control of Tenant or Landlord. However, in order for the Tenant or Landlord to claim or otherwise take advantage of force majeure, such party must first notify the other party in writing of the events, and then secure from the other party a written acknowledgment that the other party recognizes the existence of an event of force majeure. Further the Landlord or Tenant as applicable, shall only be entitled to an extension of time, equal to the exact time period of the force majeure delay to complete its duty to perform under the terms and conditions of this Agreement.
71. **Survival:** The parties acknowledge that any of the obligations in this Lease Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Lease Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

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

Tenant

Landlord

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

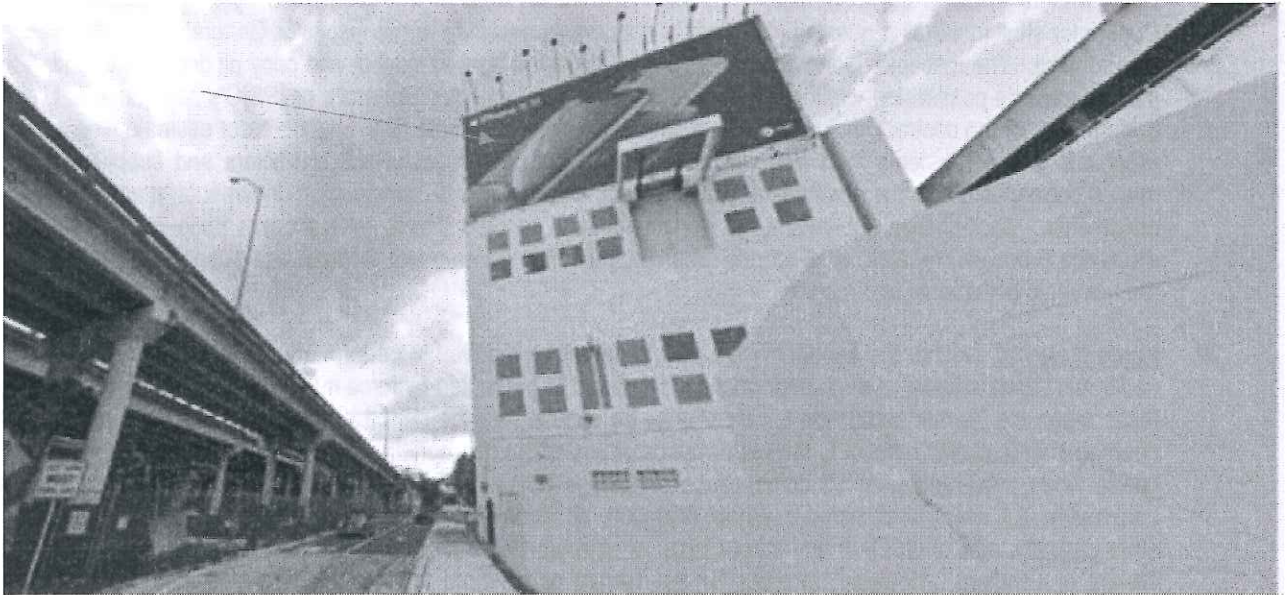
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency: _____

Print: _____

Exhibit A:
View of South Façade of the Central Support Facility
Available Wall Space for Mural



PROPOSER INFORMATION**MINIMUM QUALIFICATION REQUIREMENTS**

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

Proposer shall be the holder of an active "Mural Permit," as defined and regulated by Article XIII of the Charter and Code for the City of Miami, related to Zoning Approval for Temporary Uses and Occupancies.

PROPOSER'S EXPERIENCE AND PAST PERFORMANCE

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

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

- a) Managing, operating, and leasing outdoor wall mural venues;
 - b) Operating an advertising program or revenue initiatives for venues with continuous large population exposure locations;
 - c) Marketing to, and contracting with clients willing to advertise in such venues at market rates; and
 - d) Installing and maintaining wall murals
- e) State the number of years that the Proposer has been managing, operating and leasing wall mural venues.
 - f) Proposer must provide and detail including any known violations and/or claims filed against Proposer in the managing, operating and/or leasing of outdoor wall mural venue space within the last five (5) years, filed in any Federal, State, local or county municipal code enforcement board or Courts. Proposer shall provide details of the resolution or disposition of any such claim.

The description should identify for each project:

- client;
- description of work;
- total dollar value of the contract;
- dates covering the term of the contract;
- client contact person and phone number and
- statement of whether Proposer was the prime contractor or subcontractor.

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

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

Miami-Dade County, FL**RFP No. 01409**

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

Owner/ Property Client	Property Contact Name and Phone #	Type of Display	Fee Structure	Gross Annual Advertising Revenue	Annual Rental Fees	Dates	Non-rent consideration (if any)	Advertising Clients
Miami- Dade County	John Doe (305) 000-0000	Wall Mural	% of Monthly Gross Revenue	\$1,000,000	\$500,000	6/1/2018 – 5/31/2019	No-cost ads for County special events	Ford Motor Co. GAP American Airlines

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

EXPERIENCE AND PAST PERFORMANCE OF KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES

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

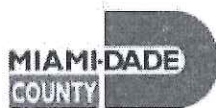
Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

PROPOSER'S APPROACH TO PROVIDING THE SERVICES

11. Provide proof, if applicable, that City of Miami Mural Permit meets conditions required by City of Miami for transfer of permit from existing site to the County site within the required time frame.
12. State the amount of days in which the Proposer will commence mural installation at the subject site following contract award, commencement of installation, shall not be longer than ninety (90) days.
13. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
14. Describe Proposer approach by demonstrating how, through advertising, the selected Proposer will execute the objectives and implementation of the work in this project, including how the Proposer intends to maximize revenue for the project.
15. Describe Proposer's specific plan and processes in actively soliciting and selling advertising and revenue initiative projects on a local, regional and national level.
16. Describe the Proposer's Master Plan as described in Section 2.4.A (9). Provide concepts, strategies, resources, including but not limited to:
 - a. Standard specifications for proposed murals. For example: material composition, support framework, anchoring or other hardware mechanisms, lighting (if any is proposed), installation method and time requirement for same.
 - b. Design and approval process for specific advertisements and County role in same.
 - c. Nature of marketing plan and how it will provide for the most desirable advertisers and the highest advertising rates possible, as well as the potential for advertisements by local business or for goods and services provided by local businesses.
 - d. Proposed non-rent considerations, if any, e.g., no-or-low-cost advertising for County events and or programs.
17. Provide a project schedule identifying specific key tasks and duration for the implementation of the Master Plan for the project.
18. Describe in detail the Installation and Maintenance Plan as described in Section 2.4.B(2), to service all advertising devices under this RFP (i.e., display cleaning, light replacement, etc.). Plan should include all steps Proposer will take to ensure absolute cleanliness, good condition and safety of installed signage and any related furnishings.
19. Describe in detail, services and enhancements that the Proposer could provide in addition to the Scope of Services.
20. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

FINANCIAL INFORMATION

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



Submittal Form

Solicitation No. RFP-01409		Solicitation Title: Lease of Wall Space for Advertising Mural	
Legal Company Name (include d/b/a if applicable): <input style="width: 90%;" type="text"/>	Federal Tax Identification Number: <input style="width: 90%;" type="text"/>		
If Corporation - Date Incorporated/Organized: <input style="width: 90%;" type="text"/>	State Incorporated/Organized: <input style="width: 90%;" type="text"/>		
Company Operating Address: <input style="width: 90%;" type="text"/>	City <input style="width: 90%;" type="text"/>	State <input style="width: 20%;" type="text"/>	Zip Code <input style="width: 20%;" type="text"/>
Miami-Dade County Address (if applicable): <input style="width: 90%;" type="text"/>	City <input style="width: 90%;" type="text"/>	State <input style="width: 20%;" type="text"/>	Zip Code <input style="width: 20%;" type="text"/>
Company Contact Person: <input style="width: 90%;" type="text"/>	Email Address: <input style="width: 90%;" type="text"/>		
Phone Number (include area code): <input style="width: 90%;" type="text"/>	Company's Internet Web Address: <input style="width: 90%;" type="text"/>		
<p>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.</p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to proposal submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to Proposal submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); 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.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>			
<p>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.</p>			
<p><u>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</u></p> <p>A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access http://www.miamidade.gov/smallbusiness/certification-programs.asp. The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p> <p>Is Proposer's firm a Miami-Dade County Certified Small Business Enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide Certification Number: <input style="width: 200px;" type="text"/></p>			
<p><u>SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN</u></p>			

PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: . In such event, the Proposer shall furnish together with its Proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public.

By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Proposer's Authorized Representative's Signature: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	
Type or Print Title * <input type="text"/>	

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	
Type or Print Title * <input type="text"/>	

SUBCONTRACTING FORM

Solicitation Number RFP-01409

*Vendor Name _____ *FEIN # _____


Complete "A" or "B":

A. ☐ No subcontractors or direct suppliers will be utilized pursuant to this solicitation.B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:


--

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor 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.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Signature of Vendor's
Representative

*Print Name

*Print Title

*Date



**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: _____ Solicitation No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: _____ E-Mail: _____

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

Name	Title	Employed By	Email Address

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

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

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

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

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

Signature of Authorized Representative: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

6-2-2020

Miami-Dade County**Contractor Due Diligence Affidavit**

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

Miami-Dade County, FL

RFP-01409

FORM 1
PRICE PROPOSAL SCHEDULE

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

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

A. PROPOSED BASE RENT (Minimum Annual Guarantee)

The Proposer shall state the Minimum Annual Guarantee (MAG) for providing all services as states in the Section 2.0 of this RFP, in accordance with the following:

Minimum Annual Guarantee	\$ _____ (plus tax)
--------------------------	---------------------

B. GUARANTEE DEPOSIT

The Proposer shall state the Guarantee Deposit, which is equal to one month's rent, for providing all services as states in the Section 2.0 of this RFP, in accordance with the following:

Guarantee Deposit	\$ _____ (plus tax)
-------------------	---------------------

Notes:

1. The Proposed Base Rent (MAG) should be no less than \$407,500 annually (plus tax), due in approximately twelve (12) equal monthly installments, for the first (1st) year of the Lease Agreement, commencing on the Effective Date of the Lease Agreement, and then paid monthly on the first day of each month without billing, during the term of the Lease Agreement. Effective on the thirteen (13th) month of the Lease Agreement, and every year thereafter, the Proposer shall pay the Base Rent, plus an escalation of three (3%) percent over the prior year's rent (plus tax).
2. The selected Proposer shall provide a cashier's check or money order as Guarantee Deposit in the amount equal to one month's rent as guarantee for the full and faithful performance by selected Proposer of all obligation of selected Proposer under this RFP.
3. The selected Proposer shall reimburse the County for expenses related to electrical consumption incurred to illuminate the wall advertising mural at said leased premises (if applicable). The electrical rate shall be adjusted accordingly. This amount shall be determined based on illumination system used by Proposer. Consumption rate and applicable charges shall be determined in the future.

Miami-Dade County, FL

RFP-01409

APPENDIX A SAMPLE PRO FORMA

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

Question and Answers for Solicitation #RFP-01409 - Lease of Wall Space for Advertising Mural

Overall Solicitation Questions
There are no questions associated with this Solicitation.

