

<input checked="" type="checkbox"/> <u>New</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>Sole Source</u>	<input type="checkbox"/> <u>Bid Waiver</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No.
<u>Contract</u>					N/A
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other – Access of Other Entity Contract</u>				LIVING WAGE APPLIES: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<u>Requisition No./Project No.:</u> RFP-01421					TERM OF CONTRACT <u>10</u> YEAR(S) WITH <u>0</u> YEAR(S) OTR

Description:	The County is seeking qualified and experinced Proposer to design, install, operate, and maintain a zoo themed family ride at Zoo Miami.
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ANALYSIS

Rev. 072518

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
ZOO THEMED FAMILY RIDE OPERATION AT ZOO MIAMI**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2018 at ____:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
the Parks, Recreation and Open Spaces Department

COUNTY CONTACT FOR THIS SOLICITATION:

Christopher Hutchins, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2163
E-mail: Christopher.hutchins@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE 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 ("County") as represented by the Miami-Dade Parks, Recreation and Open Spaces Department ("PROS") owns and operates Zoo Miami located at 12400 SW 152 Street, Miami, Florida 33177. PROS is seeking a qualified and experienced Proposer to design, install, operate and maintain a zoo themed Family Ride operation at Zoo Miami. The selected Proposer shall provide a safe, high quality, and customer-oriented recreational and entertaining experience to Zoo visitors. The rides must be animal themed and appropriate for small children who may be accompanied by an adult. This arrangement solicitation is intended to be result in a revenue share license agreement with the County for the operation of the Family Ride.

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The Family Ride operation is meant to enhance the visitor experience opportunities at Zoo Miami so that Zoo Miami can broaden its family appeal to attract a diverse audience; and with appropriate theming and educational or interpretive messaging help visitors make a connection to wildlife and nature so that they will help conserve it for future generations. The Family Ride may consist of one or multiple rides used in conjunction or separately. The ride/s may include mechanized non-combustible motorized elements as well as non-motorized and/or self-propelled components. In any case ride/s shall NOT create loud noise and/or music that will interfere with the adjacent Zoo animal exhibits or other vendor operations.

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Family Ride shall NOT contain any advertisement or sponsorship that will conflict with MDC, Zoo Miami or on-site vendors.

The County anticipates awarding a contract to a single Proposer ~~based on the highest ranking Proposal received as determined by overall score pursuant to this Solicitation~~, for a ten-year (10) period.

It is the responsibility of each Proposer to examine every component of this Solicitation as well as the draft agreement documents included in this Solicitation thoroughly and notify the County of any conflicts, errors, or discrepancies in the documents that may affect submission of a Proposal, prior to deadline for receipt of questions.

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It is also the responsibility of each Proposer to take into account federal, state and local laws, regulations, permits, and ordinances, as well as other restrictions that may affect costs, performance, and/or furnishing of the Work.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

Evaluation Process:

Projected Award Date:

See front cover for date and time.

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 Licensee" 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 Licensee".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the ContractorLicensee.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "SubcontractorLicensee" to mean any person, firm, entity or organization, other than the employees of the ContractorLicensee, who contracts with the ContractorLicensee to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the ContractorLicensee.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the ContractorLicensee in accordance with the Scope of Services and the terms and conditions of this Solicitation.
9. The words "Family Ride" to mean a mechanical or non-motorized, safe, high quality, and customer-oriented recreational and entertaining experience for Zoo visitors that does not include the display or use of any live animals. The rides must be animal themed and appropriate for small children who may be accompanied by an adult.
10. The words "Gross Receipts" to mean all receipts from the sale of services or merchandise, sold in, upon, or from the Facilities, including such sales as shall in good faith be credited by ContractorLicensee in the regular course of its business at the Facilities, including mail, e-mail, and telephone orders received at the Facilities and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by ContractorLicensee for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of ContractorLicensee's trade fixtures, operating equipment, or other property used by ContractorLicensee in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when Services or merchandise has been served, shipped, or delivered or when charged against the purchaser on the books of ContractorLicensee, whichever of such events shall first occur.
11. The word "Site" means the area depicted in Exhibit A and as further refined and limited once the specific location of the Family Ride operation is identified and determined.

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1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. 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 respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

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

As further detailed in the Proposal 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 ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

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

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County 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 Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences 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 employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

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, written or otherwise, to 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 Miami-Dade County Code are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor/Licensee, supplier, subcontractor/Licensee, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two 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 or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. 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.

2.0 SCOPE OF SERVICES**2.1 Background**

Zoo Miami (also known as The Miami-Dade Zoological Park and Gardens), at 327 developed acres, is the fifth largest zoo in the United States, the oldest and largest zoological park in Florida, the only sub-tropical zoo in the continental United States, and the largest cultural attraction in South Florida, with close to one million visitors annually. Zoo Miami (also known as The Miami-Dade Zoological Park and Gardens) is the largest and oldest zoological garden in Florida, and the only sub-tropical zoo in the continental United States. The unique climate in South Florida allows the Zoo to showcase a wide variety of animals from Africa, Asia, Australia, Central and South America, as well as from South Florida; representing a broad mix of species that is unlike any other zoo in the country. Zoo Miami is home to more than 3,000 animals, from elephants to insects, representing about 500 different species. More than 150 of the species are considered vulnerable, threatened, endangered or critically endangered in the wild

2.2 **Proposer Minimum Qualification Requirement**

The selected Proposer should have experience in the design, installation, operation, and maintenance of a Family Ride operation in a zoo setting with similar size and scope of the requirements contained in this Solicitation and adequate financial strength and working capital to provide for all costs associated with the design, installation, operation and maintenance of the Family Ride.

2.3 **Design**

The selected Proposer shall develop site plans in the indicated space in the Zoo as referenced in Exhibit A for the Family Ride operation that best utilizes the space, is consistent with the theme of the Zoo, and fully complies with all applicable laws, rules, codes, and the Draft Form of Agreement. The selected Proposer shall also obtain all necessary approvals and permits, as applicable.

2.4 **Construction and Facility Improvements**

The selected Proposer shall provide a Family Ride operation and improve the site as necessary, at its own expense, with supporting infrastructure required for a safe and successful ride operation, such as ticketing and queuing facilities, stroller parking, and storage areas. There are multiple structures currently on the proposed site of the Zoo Family Rides, proposers should take this into account as the County will not allow any demolition, changes, or modifications to the preexisting structures. At the termination of this agreement any modification and/or improvements shall be removed, and the area returned to its original condition. The selected Proposer shall develop a comprehensive timeline for the development of the supporting infrastructure, including cost estimates for the supporting infrastructure and the required furnishings, fixtures and applicable equipment. The timeline and cost estimates are due within 30 days after approval of the selected Proposer's design and concept by the County. PROS approval of the design and plans must be obtained prior to submission to any applicable regulatory agencies. Selected Proposer shall also complete the installation no later than 365 days after obtaining all required permits. In the case that delays are beyond the control of the selected Proposer, the County may, at its sole discretion, grant a written extension.

2.5 **Operation, Maintenance and Quality of Services**

The selected Proposer shall operate a high quality and customer-oriented Family Ride operation in a manner normally associated with this industry, which includes:

- 2.5.1 Provide high quality customer service and reasonably adjust program and service offerings to meet customer demands, including establishing regular hours of operation, subject to approval by Zoo Miami.
- 2.5.2 Provide all services at fees and prices approved by Zoo Miami. Such services and charges may be modified only by written request of the selected Proposer to Zoo Miami and upon approval by Zoo Miami. Such approval shall be in writing at least thirty (30) days prior to implementation of the modification.
- 2.5.3 Pay for all operating expenses, including Utilities, associated with the day-to day operations of the Family Ride.
- 2.5.4 Install and maintain signage as approved by Zoo Miami. At a minimum, signage shall include hours of operation, fees, and required safety guidelines. Site improvements, signage and advertising installed by the Proposer shall be in keeping with the appropriate standards of décor at the Zoo and shall be appropriately themed to include educational or interpretive messaging provided by the Zoo and must be approved by Zoo Miami and must be approved by Zoo Miami prior to installation. The Proposer shall not install, remove or replace the equipment or furnishings without prior approval by Zoo Miami.
- 2.5.5 Supply and maintain an operations manual to be approved by Zoo Miami.
- 2.5.6 Have an emergency plan and hurricane plan, to include how the selected Proposer shall secure the site in the event of a hurricane. Prepare plan(s) for emergencies, including but not limited to, fire, acts of nature, equipment/power failure, etc., and implement the approved plan(s) if instructed to do so by the County or Zoo Miami.
- 2.5.7 Ensure that employees are distinctively uniformed and appropriately attired, so as to be distinguishable as the Proposer's staff and not as employees of Miami Dade County. Employees are required to wear Zoo Miami issued photo ID's while on the property.

- 2.5.8 Employ a qualified, full-time on-site manager or designee who will be available during normal business hours and be on call, at all times, for emergencies or other matters related to the Family Ride operation. Make available a functional cellular phone at the operating site for emergency purpose and provide telephone numbers of the on-site manager and ride supervisors.
- 2.5.9 Promote the Zoo's offerings through marketing and the quality provision of all services. The selected Proposer shall submit sample or mockup of such publicity or materials to Zoo Miami for review and approval.
- 2.5.10 Enforce strict adherence to safety guidelines for the Family Ride operation as required by the state of Florida Bureau of Fair Rides Inspections.
- 2.5.11 Ensure the Ride remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, removing debris from ride area, inspecting and maintaining the cables and equipment, and maintaining all associated facilities, as well as performing regular trash removal and maintenance of the site and associated grounds, etc., as applicable, at its own expense.
- 2.5.12 Take proper care of the facilities, providing repair and routine maintenance for the day-to-day operation of the equipment and providing safety inspection reports as it may reasonably require. Maintain all equipment and provide a clean, safe and professional operating condition. At its own expense, repair County property or facilities damaged by its (or its subcontractorLicensees') operations.
- 2.5.13 Store equipment on site in designated areas only. The County will not be responsible for any loss or damage of the selected Proposer's equipment or supplies. Secure all equipment and the operating site when the concession is closed to prevent unauthorized access. Zoo Miami will not be held responsible for any loss, damage or theft of equipment.
- 2.5.14 Procure all equipment necessary for the Family Ride operation including electronic cash registers for all transactions, credit card terminals, and queue system as approved by Zoo Miami. All equipment and personal property furnished by the selected Proposer shall be of good quality and suitable for its purpose.
- 2.5.15 Hours of operation shall typically be limited to that of the Zoo. Special event operations held outside of normal hours shall be subject to the approval of Zoo Miami. Zoo Miami reserves the right to schedule special events that may preclude the Family Ride operation and may also close the park due to inclement weather or other circumstances beyond its control.
- 2.5.16 Zoo Miami and the selected Proposer will agree on a ticket system that is in the best interests of both parties. Zoo Miami and the selected Proposer shall both be responsible for selling the tickets used for admission to the Family Ride operation. The selected Proposer shall be responsible for the collection and validation of tickets at the operation sites.
- 2.5.17 All activities and operations of the selected Proposer must conform to and comply with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Rules and Regulations, Article III, The Shannon Melendi Act, as well as the applicable rules and regulations of Zoo Miami.
- 2.5.18 The selected Proposer shall, at its sole cost, obtain all permits, licenses, and approvals required for installation, construction, operation and performance under this Contract.
- 2.5.19 Selected Proposer shall repair all damages to Zoo Miami caused by the selected Proposer, its employees, agents, or independent subcontractorLicensees.
- 2.5.20 The selected Proposer shall employ a qualified, full-time, on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the selected Proposer under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof.
- 2.5.21 A management person of the selected Proposer shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.
- 2.5.22 Selected Proposer shall use the Site only for the use permitted and shall not provide any services or sell any item or product without the prior written approval of Zoo Miami.
- 2.5.23 Selected Proposer shall not permit the Site or any part thereof to be used in any manner, or anything to be done therein, 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 Site or Zoo Miami or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Site or Zoo Miami; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of

the Site or Zoo Miami or the proper and economic functioning of any other common service facility or common utility of the Site or Zoo Miami; (vi) impair or interfere with the physical convenience of any of the occupants of the Site or Zoo Miami; or (vii) impair any of the it's other obligations under this Contract.

2.5.24 ~~Throughout the term of this Agreement, including any renewal term,~~ the selected Proposer shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the selected Proposer, which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The selected Proposer's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, but not limited to, state, county, and municipal taxing authorities.

2.5.25 Selected Proposer, at its expense, shall make promptly: All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Site or ~~Zoo Miami~~ Park as shall be required by reason of (i) the performance of any work on the Site; (ii) the installation, use or operation of selected Proposer's property; (iii) Selected Proposer's portion of the Utility lines for the Site, if damaged due to selected Proposer's negligence; (iv) the moving of selected Proposer's property in or out of the Site or Zoo Miami; (v) the misuse or neglect of the Site or Zoo Miami by selected Proposer or any of its employees, agents, ~~contractor~~ Licensees, or customers including the failure or neglect to make the repairs required.

2.5.26 Provide additional services by mutual agreement of the selected Proposer and Zoo Miami.

2.6 Schedule

Provide a year-round concession operation during normal hours to serve Zoo visitors. The Zoo will work with the selected Proposer to establish a standard operating opening and closing times that are consistent with Zoo practices.

2.7 Reporting

Selected Proposer shall provide and maintain a ticket sales system that will be devised and used in a manner that allows the County ~~access to the system and~~ to verify gross receipts. Gross receipts reports must be submitted monthly for review and reconciliation. The reports should include accounting details that County representatives can verify amounts owed to the County. Selected Proposer shall also provide any and all reports and documentation of routine repair and maintenance and safety inspections as required.

2.8 Payment of Revenue to the County

The selected Proposer shall pay the County a guaranteed monthly fixed fee to the County, exclusive of Utilities payment as required, for the operation and management of the Family Ride. In addition, the selected Proposer shall pay a percentage of monthly gross receipts, exclusive of Utilities payment, for the operation and management of the Family Ride.

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 responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all

documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by 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.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's, key personnel's, and sub contractor <u>Licensee</u> 's relevant experience, qualifications, and past performance providing services as specified in this solicitation	25
2. Proposer's approach to providing the services requested in this Solicitation	25
3. Proposer's Pro Forma and Financial Capability	25
<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed revenue to the County	25

4.3 Oral Presentations

Upon evaluation of the technical and price criteria indicated above, 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 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) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. 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 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 proposal submittal form.

4.6 Revenue

~~After In conjunction with~~ the evaluation of the technical proposal, the County will evaluate the price proposals of ~~these~~ the Proposers ~~remaining in consideration prior to any oral presentations~~.

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 Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. 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 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 best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final 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 Sections 2-8.1.1 of the Miami-Dade County Code. (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:~~

~~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 subcontractor Licensees is or has been involved within the last three years.~~

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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 County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

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

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The [Contractor Licensee](#) shall furnish to the County, Internal Services Department, Procurement Management Services 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.

6.0 ATTACHMENTS

Exhibit A Site Map

Draft Form of Agreement

Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, [Subcontractor Licensee](#) Listing, Lobbyist Registration Form, and [Contractor Licensee](#) Due Diligence Affidavit.

Proposer Information Section*

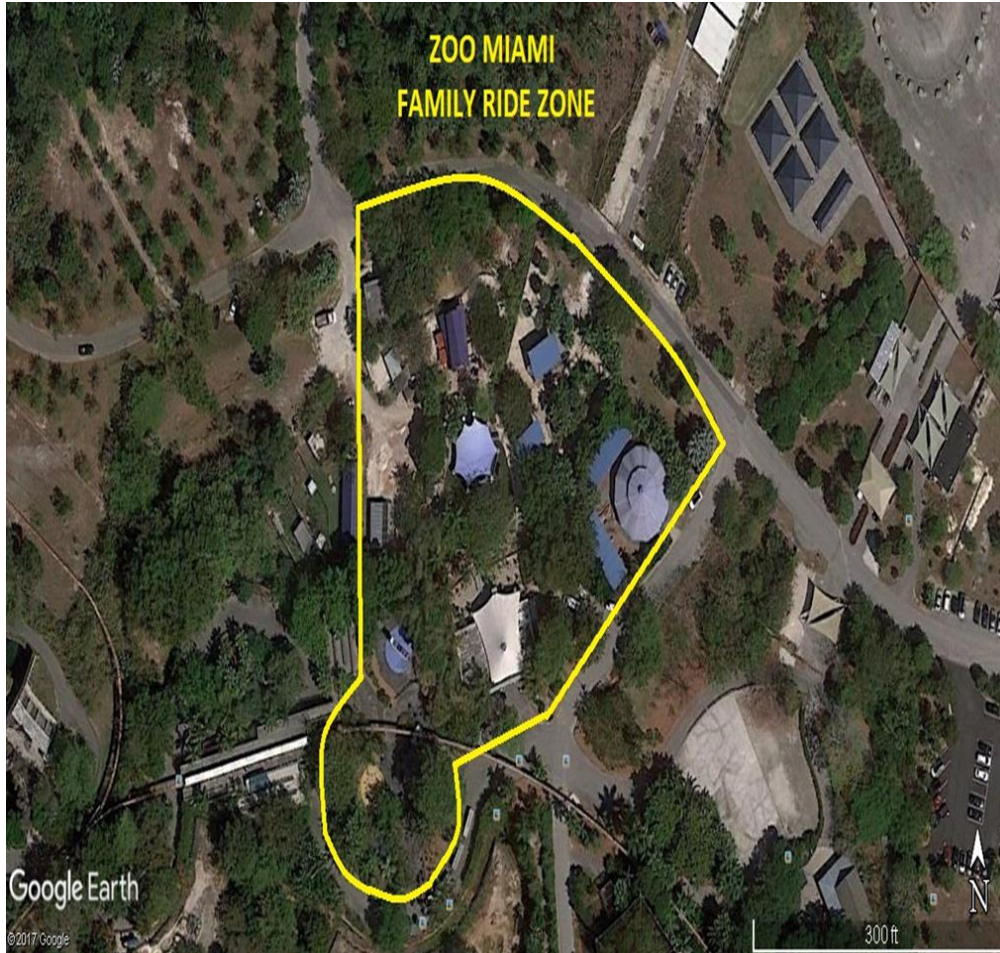
Form 1 – Price Proposal Schedule*

*Note – The Proposer Information Section and Form 1 have been posted to BidSync in the form of fillable Microsoft Word documents.

Exhibit A Site Map

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

Zoo Family Rides License Agreement
Contract No. RFP-00000

THIS ZOO MIAMI FAMILY RIDES LICENSE AGREEMENT made and entered into by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "ContractorLicensee"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the ContractorLicensee has offered to design, install, operate and maintain a Family Ride operation at Zoo Miami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00000 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

WHEREAS, the County desires to procure from the ContractorLicensee such _____ for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and Revenue Schedule (Appendix B), all other

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appendices and attachments hereto, all amendments issued hereto, RFP No. 00000 and all associated addenda, and the [Contractor/Licensee](#)'s Proposal.

- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "[Contractor/Licensee](#)" to mean _____ and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the [Contractor/Licensee](#) to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) 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 County'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 County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the [Contractor/Licensee](#).
- k) The word "[subcontractor/Licensee](#)" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the [Contractor/Licensee](#), who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the [Contractor/Licensee](#) and whether or not in privity of Contract with the [Contractor/Licensee](#).
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the [Contractor/Licensee](#) in accordance with the provisions of this Contract.
- m) The words "Gross Receipts" to mean all receipts from the sale of services or merchandise by [Contractor/Licensee](#), sold in, upon, or from the Family Ride operation, including such sales as shall in good faith be credited by [Contractor/Licensee](#) in the regular course of its business by personnel employed at the time of sale at the Family Ride operation, including mail, e-mail, and telephone orders received at the Restaurant and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by [Contractor/Licensee](#) for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of [Contractor/Licensee](#)'s trade fixtures, operating equipment, or other property used by [Contractor/Licensee](#) in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made

when Services or merchandise has been served, shipped, or delivered or when charged against the purchaser on the books of ContractorLicensee, whichever of such events shall first occur.

- n) The words "Force Majeure" to mean an occurrence outside of either party's control, including but not limited to, an act of nature, war, riot, sovereign conduct, or conduct of third parties.
- o) The words "Family Ride" to mean a safe, high quality, and customer-oriented recreational and entertaining experience to Zoo visitors.

p) The word "Site" to mean the area shown in Exhibit [] (to be provided after highest ranked Proposer is selected).

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix B) including the revenue schedule (Appendix BA), 3) Miami-Dade County's RFP No. 00000 and any associated addenda and attachments thereof, and 4) the ContractorLicensee's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The ContractorLicensee 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 County hereby grants unto the Licensee, and the Licensee hereby accepts from the County, this licenses to provide a Family Ride operation at Zoo Miami. Licensee shall have non-exclusive use of the Site only for the use permitted. The Licensee shall not provide any services or sell any item or product without the prior written approval of the Department and such approval shall be granted or denied in the sole and absolute discretion of the Department. Any provisions of programs or services not specifically authorized in writing by the Department shall constitute grounds for potential default action taken by the County. The Licensee, upon written notice from the Department, shall immediately discontinue the unapproved programs or services. Licensee shall conduct its activities at all times in accordance with this Contract.
- b)d) **Non-exclusivity:** The rights granted under this Contract are non-exclusive to Zoo Miami. This Contract is non-exclusive in character and in no way prevents the County from authorizing or offering similar services by the County or other entities in the facilities or other premises owned and operated by the County. The Licensee shall have no rights to any other location or concession that may be made available by the County.
- e)e) The ~~Contractor~~Licensee acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the ~~Contractor~~Licensee shall perform the same as though they were specifically mentioned, described and delineated.
- d)f) The ~~Contractor~~Licensee shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e)g) The ~~Contractor~~Licensee acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The ~~Contractor~~Licensee agrees to provide input on policy issues in the form of recommendations. The ~~Contractor~~Licensee agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The ~~Contractor~~Licensee agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the first day of the month following approval by the Miami-Dade County Board of County Commissioners or their designee~~execution by all parties~~ and shall continue through the last day of the 120th month following the commencement date of Family Ride operation which shall not be more than 365 days after ~~Contractor~~Licensee obtains all required construction permits. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the ~~Contractor~~Licensee in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the ~~Contractor~~Licensee, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County**a) to the Project Manager:**

Miami-Dade County
Parks, Recreation, and Open Spaces, Contracts Management Division
275 NW 2nd Street, 5th Floor
Miami, FL 33128
Attention: Contract Manager
Phone: 305-755-7872

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Chief Procurement Officer
Phone: (305) 375-1574

(2) To the ContractorLicensee

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. AMOUNT OBLIGATED

The [ContractorLicensee](#) warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the [ContractorLicensee](#) deemed necessary in order to determine the fee the [ContractorLicensee](#) provides to the County for the privilege of operating the [Zoo Family Rides](#) ~~Grandon Golf Restaurant~~ as specified under this Contract. The compensation provided by the [ContractorLicensee](#) to the County shall be as specified in the attached revenue schedule.

ARTICLE 8. CONTRACTORLICENSEE'S FEES PAID TO THE COUNTY FOR OPERATION OF ZOO FAMILY RIDES

Fees shall remain firm and fixed for the term of the Contract unless otherwise specified in the attached revenue schedule [or below](#), including any option or extension period. [The Guaranteed](#)

Monthly Fee as shown in the revenue schedule shall be paid by the ContractorLicensee without billing by the County on or before the first of the month. In addition, The Percentage of Gross Receipts will be paid by the ContractorLicensee to the County without billing on or before the 10th of the following month. Payment of the Guaranteed Monthly Fee will begin upon the execution of the agreement and Percentage of Gross Receipts will begin at the earlier of (a) the commencement of operation of the Family Rides or, (b) the date the first ticket is sold for the Family Rides, neither which shall be more than 365 calendar days following ContractorLicensee's receipt of required construction permits or (c) 365 calendar days following ContractorLicensee's receipt of required construction permits.

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~~After execution of the Agreement and prior to the commencement of payment of the Guaranteed Monthly Fee and/or Percentage of Gross Receipts, ContractorLicensee will pay to the County \$_____ on a monthly basis.~~

The County reserves the right to renegotiate more favorable fees to the County based on the following (but not limited to): sales, economic factors, and/or the best interest of the County.

ARTICLE 9. SECURITY DEPOSIT

Within 30 days from the execution of this Agreement, ContractorLicensee shall furnish to the County a Security Deposit in cash equal to three (3) months Minimum Monthly Guarantee redeemable at the end of the Agreement term except for such conditions pertinent thereto.

The ContractorLicensee may, in lieu of a Security Deposit with the County, provide a Performance Bond or Irrevocable Letter of Credit in the same amount. This Bond or Letter of Credit will be conditioned on the full and faithful performance of all covenants of this Agreement.

In the event that the ContractorLicensee abandons performance or fails to perform as required, the County will execute on the Bond, draw upon the Irrevocable Letter of Credit, or retain the cash deposit, whichever is the case, and ContractorLicensee will be responsible for the balance of the debt, if any, that is owed. Additionally, if the County must draw upon any portion of the form of security provided, the ContractorLicensee shall restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

10.1 Payment - The ContractorLicensee agrees that under the provisions of this Agreement, as payment for the privilege of operating the Zoo Family Rides, ContractorLicensee will issue payment in accordance with the attached revenue schedule promptly when due, without abatement.

ContractorLicensee's fees paid to the County and associated back-up documentation shall be submitted by the ContractorLicensee to the County as follows:

Miami-Dade County
Parks, Recreation, and Open Spaces, Financial Management Division
275 NW 2nd Street, 3rd Floor
Miami, FL 33128
Attention: Accounts Receivable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

10.2 Sales Tax - The ContractorLicensee shall be liable for the prevailing State of Florida Sales

and Use Tax imposed on Rent (currently at the rate of 7%) on the amounts payable to the County, including the guaranteed monthly rent and percentage fee payments. The sales and use tax shall be payable to the County when applicable rent is due. The County will remit the same, less authorized handling deductions to the State.

10.3 Additional Taxes – If at any time during the term of this Agreement or any renewal thereof, under the Laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy or excise on rents (fixed minimum or additional) or percentage fees or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the premises for the purpose of this paragraph.

10.4 Taxes on [ContractorLicensee](#)'s Personal Property – [ContractorLicensee](#) 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 Facility by [ContractorLicensee](#).

10.5 Late Payment Charge – In the event that the [ContractorLicensee](#) fails to make any payments on time, by the due date as required to be paid under this Agreement, a late charge of \$100.00 per month shall be assessed. The right of the County to require payment of such late payment charge and the obligation of the [ContractorLicensee](#) to pay same shall be in addition to and not in lieu of the County's right to enforce other provisions herein, including termination of this Agreement or to pursue other remedies provided by law.

10.6 Worthless Check or Draft – In the event the [contractorLicensee](#) delivers a dishonored check or draft to the County in payment of any obligation arising under this agreement, the [ContractorLicensee](#) shall incur and pay a service charge of \$100.00 or five percent (5%) of the face amount of the check, whichever is greater. For each dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, County may require that future payments under this agreement be made by cashier's check or other means acceptable to County. A second such occurrence of a dishonored check during this agreement will be a breach of contract and at the County's option, will constitute a default allowing termination.

10.7 [ContractorLicensee](#)'s Certification of Receipts – [ContractorLicensee](#) shall submit to County on or before the 10th day following the end of each month during the term of this agreement, a written statement signed by the [ContractorLicensee](#) and certified by it to be true and correct, showing the amount of Gross Receipts during the previous month. [ContractorLicensee](#) shall submit to County on or before the 60th day following the end of each of County's Contract year an annual written statement signed by the owner, CEO of financial office of the [ContractorLicensee](#) and certified by it to be true and correct, setting forth the amount of Gross Receipts during the previous contract year which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

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

10.9 ContractorLicensee's Receipts Records – For the purpose of computing and verifying the Percentage of Monthly Gross Receipts due hereunder, ContractorLicensee shall prepare and keep, for a period of not less than three (3) years following the end of each contract year, adequate books and records including but not limited to those relating to inventories, purchases, receipts of merchandise, and all sales and other pertinent transactions by ContractorLicensee. ContractorLicensee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. ContractorLicensee shall keep, for at least three (3) years following the end of each contract year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, ContractorLicensees and licensees; (vi) records showing merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standards in performing an audit of ContractorLicensee's Gross Receipts. The acceptance by County of payments of Percentage of Monthly Gross Receipts or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of ContractorLicensee's books and records of its Gross Receipts and inventories of merchandise.

10.10 Audit of ContractorLicensee's Business Affairs and Records – County shall have the right to cause, upon five (5) days written notice to ContractorLicensee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by PROS, or the Internal Auditing Department of the County. ContractorLicensee shall make all such records available for said examination at the Contract Premises or at some other mutually agreeable location. If the result of such audit show the ContractorLicensee's statement of Gross Receipts for any period had been understated, ContractorLicensee shall pay County the amount due. If such understatement is three percent (3%) or more, ContractorLicensee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency all of which shall be collectible hereunder. A report of the findings of said account shall be binding and conclusive upon County and ContractorLicensee. The furnishing by ContractorLicensee of any grossly inaccurate statement shall constitute a breach of this Contract. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage of assignment of this Contract for financing purposes. If ContractorLicensee fails to record, maintain or make available sales supporting documentation as specified above, the ContractorLicensee shall be deemed to be in default.

ARTICLE 11. NEW CONSTRUCTION

The County's approval is required prior to all construction, all installation, and all use of facilities. All improvements shall become property of the County (for avoidance of doubt the Family Rides shall not be considered improvements hereof). All construction shall be accomplished in accordance with any applicable permitting requirements, and the Development Rider in Appendix B.

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ARTICLE 12. CONDITION OF PROPERTY

ContractorLicensee hereby accepts the property in the condition it is in at the beginning of this Agreement.

ARTICLE 13. INSPECTION BY COUNTY

The County shall have the authority to make periodic reasonable inspections of all of the Family Rides, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The [ContractorLicensee](#) shall make any improvements in cleaning or maintenance methods at the County's discretion to determine whether the [ContractorLicensee](#) is operating in compliance with the terms and provisions of this Agreement.

ARTICLE 14. COUNTY APPROVAL

The [ContractorLicensee](#) agrees that it will obtain prior written approval from the County, which consent shall not be unreasonably delayed or withheld, in all of the following matters:

- A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
- B. Equipment [ContractorLicensee](#) plans to install requiring any building modifications.
- C. Aesthetics of the Complex.
- D. Any use of the County's facilities or Complex's name.
- E. Hours of Operation.
- F. Uniforms to be used by employees shall be consistent with or better than those normally used by professionally-operated Complexes.

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

ARTICLE 15. HOURS OF OPERATION

Operation hours for the Family Ride operation may vary and should be determined by [ContractorLicensee](#), subject to approval by the County. The [ContractorLicensee](#) shall provide sufficient staff to provide outstanding service. The County may require a change in hours of operation, if, in the reasonable discretion of the County, such as change is desirable in providing the best service to the public and is commercially viable.

ARTICLE 16. PRICING

[ContractorLicensee](#) shall maintain the pricing schedule for goods and services submitted with [ContractorLicensee](#)'s proposal, and as approved by the County, which approval shall not be unreasonably delayed or withheld. If the [ContractorLicensee](#) wishes to change its standard prices for goods and/or services, [ContractorLicensee](#) will provide the County a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval, at any time during the agreement term when price changes are contemplated. Pricing for special events or services shall be expeditiously approved by the County

ARTICLE 17. PERSONNEL

The [ContractorLicensee](#) shall provide the County with the name and telephone number of a management person of the [ContractorLicensee](#) who will be on call, at all times, for emergencies or other matters related to the operations under this agreement. The [ContractorLicensee](#) shall ensure that all its personnel performing services under this agreement are courteous and cooperative and present a neat, clean, and professional appearance at all times. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties. The [ContractorLicensee](#) shall ensure that all employees having public contact are able to understand

and communicate in spoken English. Licensee's employees will not be considered agents of the County.

In the event [ContractorLicensee](#) wishes to substitute personnel for the key personnel identified by the [ContractorLicensee](#)'s proposal, the [ContractorLicensee](#) must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 18. SIGNS

The nature, size, shape, and installation of [ContractorLicensee](#)'s business signs within the Family Ride operation or in, on, or adjacent to the Family Ride operation of the Zoo must first be approved in writing by the County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 6-7 of the Miami-Dade Home Rule Charter. All signs shall be removed by the [ContractorLicensee](#) at the termination of the Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the [ContractorLicensee](#).

ARTICLE 19. ON-SITE MANAGER/DESIGNEE

Throughout the term of this agreement, the [contractorLicensee](#) shall employ a qualified full-time on-site Family Ride Manager or Designee having experience in the management of this type of operation, who shall be available during normal business hours and on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the [ContractorLicensee](#) under this agreement and to accept service of all notices provided for herein.

ARTICLE 20. QUALITY OF CONTRACTORLICENSEE'S SERVICES

The [ContractorLicensee](#) shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The [ContractorLicensee](#) shall control the conduct, demeanor, and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor, or appearance of such person, [ContractorLicensee](#) shall immediately take all necessary steps to correct the cause of such objection.

[ContractorLicensee](#) shall take good care of said premises, shall use the same in a careful manner, and shall, at its own cost and expense, keep, maintain, repair, and upon the expiration of this agreement or its termination in any manner, shall deliver said premises to the County in the same condition as the commencement of this agreement.

[ContractorLicenseeLicensee](#) shall furnish good, prompt, and efficient service, adequate to meet all reasonable demands therefore.

It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The [ContractorLicensee](#) agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that [ContractorLicensee](#) will fully comply with any decisions on this matter.

ARTICLE 21. MONITORING SERVICES

The County shall have the right, without limitation, to monitor and test the quality of services of the [ContractorLicensee](#), including but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.

ARTICLE 22. UTILITY SERVICES

[ContractorLicensee](#) shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Zoo as determined either by the public utility providing such service or by County in the exercise of reasonable judgement. [ContractorLicensee](#) shall make all repairs caused by [ContractorLicensee](#)'s negligence. [ContractorLicensee](#) shall be responsible and liable for all utility services for the Family Rides and applicable operation.

ARTICLE 23. SERVICES/EQUIPMENT PROVIDED BY COUNTY

The County shall provide access to the following:

- A. Electrical as existing
- B. Water facilities as existing
- C. Sewage collection facilities as existing
- D. Waste collection as existing

ARTICLE 24. EQUIPMENT AND SERVICE PROVIDED BY [CONTRACTORLICENSEE](#)

The [ContractorLicensee](#), at its sole cost, shall provide for the Family Rides:

- A. Janitorial service within the Family Rides. The [ContractorLicensee](#) shall keep the Family Rides and equipment clean at all times. If the Family Rides and equipment are not kept clean in the opinion of the county, The [ContractorLicensee](#) will be so advised and if corrective action is not taken, the County will cause the same to be cleaned and the [ContractorLicensee](#) shall assume responsibility and liability for such cleaning.
- B. Maintenance service for equipment necessary for the operation of the Family Rides. The [ContractorLicensee](#) shall ensure monthly maintenance and necessary repairs are done for all applicable equipment.

ARTICLE 25. EQUIPMENT INSTALLED BY [CONTRACTORLICENSEE](#)

The [ContractorLicensee](#) shall furnish and install all furnishings, fixtures, and equipment necessary for the operation of the Family Rides. All furnishings, fixtures, and equipment acquired for the Family Rides shall be of high quality as good as or better than that found at similar facilities. The County shall be afforded the opportunity to approve all furnishings, fixtures, and equipment for the Family Rides. The County, or its designee, shall have the right to use any infrastructure installed by the [ContractorLicensee](#) as part of the development of the Family Rides (i.e. electrical installation) subject to reasonably compensating the [ContractorLicensee](#) for the costs of (i) the electricity actually used, and (ii) such infrastructure investment if such infrastructure is to be used on an ongoing basis.

Any equipment, furnishings, signage, and advertising installed by the [ContractorLicensee](#) shall be in compliance with Article 6 of the Home Rule Charter and in keeping with the appropriate standards of décor at the Zoo. Following the installation of any additional equipment, furnishings, and improvements which the County may approve from time to time, [ContractorLicensee](#) shall provide to the County a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, or

improvements was completed.

[ContractorLicensee](#) agrees that all new equipment, furnishings, and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.

[ContractorLicensee](#) shall not alter or modify any portion of the Zoo, Family Rides, or the improvements constructed therein without first obtaining written approval from the County.

ARTICLE 26. SECURITY AND PROTECTION

The [ContractorLicensee](#) acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property, and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Family Rides, outside of standard security measures supplied by the County, which are subject to change. [ContractorLicensee](#) may provide its own specialized security for the Family Ride area, subject to the County's written approval.

ARTICLE 27. HURRICANE PREPAREDNESS

The [ContractorLicensee](#) shall follow the County's emergency evacuation and hurricane plan as set forth for the Family Rides.

ARTICLE 28. MAINTENANCE RESPONSIBILITIES OF [CONTRACTORLICENSEE](#), APPEARANCE OF FAMILY RIDES

[ContractorLicensee](#) shall, at its sole cost and expense, keep and maintain the Family Rides in a clean and good condition. The provision of janitorial services and all interior maintenance within the ~~Family Ride area~~ ~~Complex~~ are the sole and exclusive responsibility of the [ContractorLicensee](#). Upon failure of the [ContractorLicensee](#) to maintain the Family Rides as required in this paragraph, the County may, after fifteen (15) days written notice to the [ContractorLicensee](#), enter the Family Rides and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute Percentage Fee(s), and shall be billed to and paid by the [ContractorLicensee](#).

ARTICLE 29. CURTAILMENT OR INTERRUPTION OF SERVICE

The County reserves the right to interrupt, curtail, or suspend the provision of any utility service to which [ContractorLicensee](#) may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgement of the County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. If utility service is interrupted, curtailed, or suspended at the County's request for more than seven (7) business days, the [ContractorLicensee](#) shall be entitled to a rent abatement based on the average daily rent during the previous twelve (12) months. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to [ContractorLicensee](#) or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by [ContractorLicensee](#) by reason of the County's or other individual's interruption, curtailment, or suspension of a utility service, nor shall this Agreement or any of [ContractorLicensee](#)'s obligations hereunder be affected or reduced thereby.

ARTICLE 30. RIGHT OF ENTRY

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

ARTICLE 31. PERMITS AND REGULATIONS

[ContractorLicensee](#) covenants and agrees that [ContractorLicensee](#) will obtain any and all necessary permits and approvals and that all uses of the Family Rides will be in conformance with all applicable laws.

ARTICLE 32. DAMAGE OR DESTRUCTION OF PROPERTY

In all events, [ContractorLicensee](#) shall repair all damages to the property caused by the [ContractorLicensee](#), its employees, agents, [contractorLicensees](#), or sub-consultants. If the Family Ride is partially damaged, but not rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by the [ContractorLicensee](#) from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Fee payable hereunder for the period of [ContractorLicensee](#)'s business interruption shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the [ContractorLicensee](#) from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of [ContractorLicensee](#)'s business interruption a pro-rata adjustment shall be made to the Guaranteed Monthly Fee. In the event said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the [ContractorLicensee](#), its employees, agents, [contractorLicensees](#), or sub-consultants, the [ContractorLicensee](#) and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Fee payable hereunder shall be proportionately make up to the time of such damage or destruction, and the portion of the Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the option of the County, and through negotiations pertaining to all matters for continuing the premises in an Agreement, the [ContractorLicensee](#) may reconstruct the premises at its own cost.

ARTICLE 33. REPAIRS, ALTERATIONS, AND ADDITIONS BY THE COUNTY

The County, as its responsibility, and at its expense (except if the damage is cause by the [ContractorLicensee](#), its employees, agents, or sub-consultants), 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 Common Areas of the Zoo, excluding the Family Ride area.

Except as provided herein in this Agreement, the County shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, including the Family Ride area under this Agreement, free from any and all liability to the [ContractorLicensee](#) for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence of the County and where not otherwise indemnified by the [ContractorLicensee](#), subject to Section 768.28 Florida Statutes. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interferences with [ContractorLicensee](#)'s operation of the Family Ride ~~a~~Area, for short term disruption of one week or less to [ContractorLicensee](#)'s business where adequate accommodations can be made to minimize the inconvenience and injury to [ContractorLicensee](#)'s business. If the [ContractorLicensee](#)'s business is interrupted for more than one week, as a result of any of the foregoing, a pro-rata adjustment of the Guaranteed Monthly Fee payable hereunder for the period of such interruption shall be made.

ARTICLE 34. DIMINUTION OF COUNTY'S REPAIR

Except as elsewhere specifically provided in this Agreement, there shall be no allowance to [ContractorLicensee](#) for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance, or interference with [ContractorLicensee](#)'s business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions, or improvements in or to any portion of the Zoo, 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 [ContractorLicensee](#)'s use of the Family Ride area.

ARTICLE 35. PERFORMANCE OF OBLIGATIONS

[ContractorLicensee](#) covenants at all times to perform promptly all of the obligations of [ContractorLicensee](#) set forth in this Agreement.

ARTICLE 36. OWNERSHIP OF [CONTRACTORLICENSEELICENSEE](#)

The County reserves the right to terminate this Agreement at any time if more than 10% of the ownership of the [ContractorLicensee](#) has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interest of the public. [ContractorLicensee](#) agrees to provide on 24-hour notice to the County an accurate list of all owners of the [ContractorLicensee](#), showing the percentage ownership of each owner, and, and change of corporate name or corporate ownership. [ContractorLicensees](#), for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.

ARTICLE 37. COUNTY'S PROPERTY INSURANCE

Any insurance the County may maintain shall not cover [ContractorLicensee](#)'s improvements and betterments, contents, or other property of [ContractorLicensee](#). [ContractorLicensee](#) shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Family Ride area which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Family Ride area is located or the property therein over the rate which would otherwise then be in effect (unless [ContractorLicensee](#) pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates satisfactory to the County. If, by any reason of any act or omission on the part of [ContractorLicensee](#), the rate of property insurance on the Family Ride area of the Zoo or

equipment or other property of the County shall be higher than it would otherwise be, ~~ContractorLicensee~~ shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of ~~ContractorLicensee~~, which sum shall be deemed Percentage Fee for purposes of collection only.

ARTICLE 38. LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE 39. NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Family Ride area above described shall be at the risk of the ~~ContractorLicensee~~ or the owner thereof. County shall not be liable to ~~ContractorLicensee~~ or any third party for any damage to said personal property unless solely caused by negligence of County, County's agents, or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 40. INDEMNIFICATION AND INSURANCE

~~ContractorLicensee~~ shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the ~~ContractorLicensee~~ or its employees, agents, servants, partners principals or sub~~contractorLicensees~~. ~~ContractorLicensee~~ 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. ~~ContractorLicensee~~ expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ~~ContractorLicensee~~ 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.

The ~~ContractorLicensee~~ shall furnish to Miami Dade County Internal Services Department, 111 NW 1 Street 13th Floor, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. 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 per occurrence for Bodily Injury and Property Damage combined.

DESIGN STAGE

In addition to the insurance required in A – C above, a certificate of insurance must be provided as follows:

- D. Professional Liability Insurance in the name of the Proposer or the licensed design professional employed by the Proposer in an amount not less than \$1,000,000 per claim.

CONSTRUCTION PHASE

In addition to the insurance required in A – C above, the Proposer shall provide or cause its ~~contractor~~Licensees to provide policies indicating the following type of insurance coverage prior to commencement of construction:

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- E. Completed Value Builders' Risk Insurance on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the insurable value of the building(s)/structure(s). The Policy will name Miami-Dade County and the ~~Contractor~~Licensee as a named insured.

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OPERATION PHASE

In addition to the insurance required in A – C above, the following coverage may be required if the proposer will be operating the Family Ride Zone once completed:

- F. Property Insurance Coverage on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the replacement cost of the building(s)/structure(s). Miami-Dade County must be named a Loss Payee with respect to this coverage.

CONTINUITY OF COVERAGE

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The Proposer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Proposer will be responsible for submitting renewal insurance documentation prior to expiration.

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The Risk Management Division of Miami Dade County shall have the right to reasonably amend insurance requirements and approve all companies providing coverage.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey.

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

A. ~~Worker's Compensation Insurance for all employees of the ContractorLicensee as required by Florida Statute 440.~~

B. ~~Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must be endorsed to include coverage for Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.~~

C. ~~Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.~~

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

~~The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by 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 ContractorLicensee of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the ContractorLicensee shall have an additional five (5) business days to submit a corrected certificate to the County. If the ContractorLicensee fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the ContractorLicensee shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such

timeframe for submission has been extended by the County.

The [ContractorLicensee](#) shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the [ContractorLicensee](#) shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the [ContractorLicensee](#) shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 41. MANNER OF PERFORMANCE

- a) The [ContractorLicensee](#) shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the [ContractorLicensee](#) in all aspects of the Services. At the request of the County, the [ContractorLicensee](#) shall promptly remove from the project any [ContractorLicensee's](#) employee, sub[contractorLicensee](#), or any other person performing Services hereunder. The [ContractorLicensee](#) agrees that such removal of any of its employees does not require the termination or demotion of any employee by the [ContractorLicensee](#).
- b) The [ContractorLicensee](#) agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any [ContractorLicensee's](#) personnel performing services hereunder at the behest of the County. Removal and replacement of any [ContractorLicensee's](#) personnel as used in this Article shall not require the termination and or demotion of such [ContractorLicensee's](#) personnel.
- c) The [ContractorLicensee](#) 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 [ContractorLicensee](#) agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The [ContractorLicensee](#) 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.
- e) The [ContractorLicensee](#) shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

- f) The [ContractorLicensee](#) shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 42. EMPLOYEES OF THE [CONTRACTORLICENSEE](#)

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

ARTICLE 43. INDEPENDENT [CONTRACTORLICENSEE](#) RELATIONSHIP

The [ContractorLicensee](#) is, and shall be, in the performance of all work services and activities under this Agreement, an independent [contractorLicensee](#), and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the [ContractorLicensee](#)'s sole direction, supervision and control. The [ContractorLicensee](#) shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the [ContractorLicensee](#)'s relationship and the relationship of its employees to the County shall be that of an independent [contractorLicensee](#) and not as employees and agents of the County.

The [ContractorLicensee](#) does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 44. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The [ContractorLicensee](#) hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this 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 [ContractorLicensee](#)'s Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The [ContractorLicensee](#) shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the [ContractorLicensee](#) agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The [ContractorLicensee](#) must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the [ContractorLicensee](#) and the Project Manager are unable to resolve their difference, the [ContractorLicensee](#) 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 Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project,

acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the 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 [ContractorLicensee](#)'s performance or any Deliverable meets the requirements of this 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 Agreement. All such disputes shall be submitted in writing by the [ContractorLicensee](#) 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 judgement 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 [ContractorLicensee](#). Except as such remedies may be limited or waived elsewhere in the Agreement, [ContractorLicensee](#) reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 45. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this 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.
- c) In those situations where this Agreement imposes an indemnity obligation on the [ContractorLicensee](#), the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the [ContractorLicensee](#) fails to diligently defend such claims, and thereafter seek indemnity for costs from the [ContractorLicensee](#).

ARTICLE 46. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The [ContractorLicensee](#) shall maintain, and shall require that its sub[contractorLicensees](#) and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The [ContractorLicensee](#) and its sub[contractorLicensees](#) and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 4748. AUDITS

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

Pursuant to Section 2-481 of the Miami-Dade County Code, the ContractorLicensee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The ContractorLicensee 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.

ARTICLE 487. SUBSTITUTION OF PERSONNEL

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

ARTICLE 498. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The ContractorLicensee shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 5049. SUBCONTRACTUAL RELATIONS

- a) If the ContractorLicensee will cause any part of this Agreement to be performed by a SubcontractorLicensee, the provisions of this Contract will apply to such SubcontractorLicensee and its officers, agents and employees in all respects as if it and they were employees of the ContractorLicensee; and the ContractorLicensee 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 SubcontractorLicensee, its officers, agents, and employees, as if they were employees of the ContractorLicensee. The services performed by the SubcontractorLicensee will be subject to the provisions hereof as if performed directly by the ContractorLicensee.
- b) The ContractorLicensee, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed SubcontractorLicensee, the portion of the Services which the SubcontractorLicensee is to do, the place of business of such SubcontractorLicensee, and such other information as the County may require. The County will have the right to require the ContractorLicensee not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the ContractorLicensee will inform the SubcontractorLicensee fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such SubcontractorLicensee will strictly comply with the

requirements of this Contract.

- d) In order to qualify as a Sub~~contractor~~Licensee satisfactory to the County, in addition to the other requirements herein provided, the Sub~~contractor~~Licensee must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Sub~~contractor~~Licensee must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the ~~Contractor~~Licensee's obligations under this Agreement. All Sub~~contractor~~Licensees are required to protect the confidentiality of the County's and County's proprietary and confidential information. ~~Contractor~~Licensee shall furnish to the County copies of all subcontracts between ~~Contractor~~Licensee and Sub~~contractor~~Licensees and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the ~~Contractor~~Licensee in breach of this Contract, permitting the County to request completion by the Sub~~contractor~~Licensee of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Sub~~contractor~~Licensee directly for the performance by such Sub~~contractor~~Licensee. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any sub~~contractor~~Licensee hereunder as more fully described herein.

ARTICLE 519. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 524. SEVERABILITY

If this 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 Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 532. TERMINATION AND SUSPENSION OF WORK

The occurrence of any of the following may cause this Agreement to be terminated by the County upon the terms and conditions also set forth below.

A. Automatic Termination upon written notice by the County if any of the following occurs:

- i. Institution of proceedings in voluntary bankruptcy or reorganization by the ~~Contractor~~Licensee.

- ii. Institution of proceedings in involuntary bankruptcy against the [Contractor/Licensee](#) if such proceedings continue for a period of ninety (90) days.
- iii. Assignment by [Contractor/Licensee](#) for the benefit of creditors.
- iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County.
- v. The discovery of any misstatement in the [Contractor/Licensee's](#) Proposal leading to award of this Agreement, which in the determination of the County significantly affects the [Contractor/Licensee's](#) qualifications to perform under the Agreement.
- vi. Unapproved change of ownership interest in [Contractor/Licensee](#) and/or failure to submit the ownership list within 24 hours upon the request of the County.
- vii. Failure to cease any activity which may cause limitation of County's use of [Zoo Miami](#) ~~the Crandon Park Marina~~.
- viii. A final determination in a court of law in favor of the County in litigation instituted by the [Contractor/Licensee](#) against the County or brought by the County against [Contractor/Licensee](#).
- ix. 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 Park for the purposes of this Contract, this Contract will be null and void and unenforceable by any party to this Contract and the County shall have no further liability under this Contract. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Park for the purpose of the Contract, which injunction stays in force for more than thirty (30) calendar days, this Contract will be null and void, and unenforceable by any party to this agreement and the County shall have no further liability under this Contract. In the event that a referendum vote of the electorate of Miami-Dade County in any way restricts or prohibits the use of the Park for the purposes of this Contract, this Contract will be null and void and unenforceable by any party to this Contract and the County shall have no further liability under this Contract. If the County deems the Contract null and void by function of this Article, the County will not be liable to the [Contractor/Licensee](#) for damages arising there from and the County shall have no further liability under this Contract.
- x. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- xi. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The [Contractor/Licensee](#) may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Facilities and by certified or registered mail to any known address of [Contractor/Licensee](#) set forth in this Agreement hereof for doing any of the following:

- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if [Contractor/Licensee](#) makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Fee and Percentage of Monthly Gross Receipts for the

unexpired term of this Agreement.

- ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

C. Termination after fourteen (14) days from receipt by [ContractorLicensee](#) of written notice having either been posted on or at the Facilities or by certified or registered mail to the address of the [ContractorLicensee](#) set forth in this Agreement:

- i. Non-performance of any covenant of this Agreement other than non-payment of Guaranteed Monthly Fee and Percentage of Monthly Gross Receipts and others listed in A and B above, and failure of the [ContractorLicensee](#) to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.

D. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the [ContractorLicensee](#).

E. Revenue Control and Audit Defaults: The inability or failure of the [ContractorLicensee](#) to provide the County with an unqualified certified statement of Gross Receipts, or to strictly adhere to the revenue control procedures established in this Agreement shall constitute a non-curable default and in such event the County shall have the right to terminate this Agreement upon seven (7) calendar days written notice to the [ContractorLicensee](#).

F. Habitual Default: Notwithstanding the foregoing, in the event that the [ContractorLicensee](#) has repetitively defaulted or breached four (4) 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 [ContractorLicensee](#), regardless of whether the [ContractorLicensee](#) has cured each individual condition of breach or default as provided herein above, the [ContractorLicensee](#) may be determined by the County to be an "habitual violator". At the time that such determination is made, County shall issue to the [ContractorLicensee](#) a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the [ContractorLicensee](#) 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 Agreement. In the event of any such subsequent breach or default, County may cancel this Agreement upon the giving of written notice of termination to the [ContractorLicensee](#), such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the [ContractorLicensee](#) shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the [ContractorLicensee](#) shall discontinue its operations at the Facilities, and proceed to remove all its personal property in accordance with this Agreement.

In the event that the County terminates this Agreement by operation of any of the provisions as stated in this Agreement, then in addition to other rights and remedies available to the County under the law, the County may accelerate the payments under this Agreement, whereupon the entire balance owed by the [ContractorLicensee](#) under this Agreement shall become immediately due and payable without further notice or demand.

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

The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Fee or Percentage of Monthly Gross Receipts hereunder by County shall not be deemed to be a waiver of any preceding breach by [ContractorLicensee](#) of any term, covenant, or condition of this Contract, other than the failure of [ContractorLicensee](#) to pay the particular Guaranteed Monthly Fee or Percentage of Monthly Gross Receipts so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Fee or Percentage of Monthly Gross Receipts. No covenant, term, or condition of this Contract shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and [ContractorLicensee](#).

ARTICLE 543. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the [ContractorLicensee](#). Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the [ContractorLicensee](#) has not delivered Deliverables on a timely basis;
 - ii. the [ContractorLicensee](#) has refused or failed to supply enough properly skilled staff personnel;
 - iii. the [ContractorLicensee](#) has failed to make prompt payment to [subcontractorLicensees](#) or suppliers for any Services;
 - iv. the [ContractorLicensee](#) has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the [ContractorLicensee](#)'s creditors, or the [ContractorLicensee](#) has taken advantage of

- any insolvency statute or debtor/creditor law or if the [ContractorLicensee](#)'s affairs have been put in the hands of a receiver;
- v. the [ContractorLicensee](#) has failed to obtain the approval of the County where required by this Agreement;
- vi. the [ContractorLicensee](#) has failed to provide "adequate assurances" as required under subsection b below;
- vii. the [ContractorLicensee](#) has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the [ContractorLicensee](#)'s ability to perform the Services or any portion thereof, the County may request that the [ContractorLicensee](#), within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the [ContractorLicensee](#)'s ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the [ContractorLicensee](#) for portions of the Services which the [ContractorLicensee](#) has not performed. In the event that the [ContractorLicensee](#) fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 554. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the [ContractorLicensee](#) ("Default Notice"), specifying the basis for such default, and advising the [ContractorLicensee](#) that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the [ContractorLicensee](#) to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the [ContractorLicensee](#) 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 County prescribes. The default notice shall specify the date the [ContractorLicensee](#) shall discontinue the Services upon the Termination Date.

ARTICLE 565. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the [ContractorLicensee](#) shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;

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

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

ARTICLE 57. SURRENDER OF COMPLEX

At the expiration or earlier termination of the term of this Agreement, ContractorLicensee shall peaceably surrender the Family Ride area in as good a condition as the Family Ride area was on the Commencement Date of this Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted; all improvements made by the ContractorLicensee in connection with this Agreement shall become the property of the County other than the actual ride equipment. ContractorLicensee shall deliver all keys, as applicable, for the Family Ride area to the County at the place then fixed for the payment of fees and shall notify the County in writing of all combination of locks, safes, and vaults, if any, in the Family Ride area. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving ContractorLicensee's property or trade fixtures into or out of the Family Ride area. ContractorLicensee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

ARTICLE 58. TERMINATION OF CONTRACT

Following the termination of this Agreement, the ContractorLicensee, within thirty (30) days, shall forthwith remove all of its personal property not acquired under the terms of this Agreement. Any personal property of ContractorLicensee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the ContractorLicensee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to ContractorLicensee for the safekeeping of ContractorLicensee's personal property during or after termination of this Agreement. The County shall have the senior interest in ContractorLicensee's personal property. ContractorLicensee shall not remove any equipment, supplies in bulk, or fixtures within the Family Ride area at any time without pre-approval in writing from the County. ContractorLicensee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. ContractorLicensee shall be liable for any expenses incurred by the County in prosecuting any action against ContractorLicensee following unapproved item removal described above. ContractorLicensee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by ContractorLicensee. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or Licensed by the ContractorLicensee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the ContractorLicensee. Upon the termination of this Agreement and the removal of all personal property by the ContractorLicensee, the ContractorLicensee shall deliver said premises to the County in the condition set forth in this paragraph.

ARTICLE 59. HOLDING OVER

If ContractorLicensee continues to use and operate the Family Ride area after the expiration of the term of this Agreement, or any option period, without a new Agreement reduced to writing and duly executed and delivered (even if ContractorLicensee shall have paid, and County shall have

accepted, payment in respect to such unauthorized operations), ContractorLicensee shall be deemed to be operating and using the Family Ride area only from month-to-month, subject to all covenants, conditions, and agreements of this Agreement. If ContractorLicensee fails to surrender the Family Ride area upon termination of this Agreement, then ContractorLicensee, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding ContractorLicensee on such failure.

ARTICLE 60. MECHANIC'S, MATERIALMEN'S, AND OTHER LIENS

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

ARTICLE 61. LIEN

The County shall have a lien upon all personal property of the ContractorLicensee in the Family Ride area to secure the payment of the County of any unpaid money accruing to the County under the terms of this Agreement.

ARTICLE 62. 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 Zoo for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Family Ride area for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. If the County deems the Agreement null and void by function of this paragraph, the County will not be liable to the ContractorLicensee for damages arising there from and the County shall have no further liability under this Agreement.

ARTICLE 63. NON-DISCRIMINATION

ContractorLicensee does hereby for itself, its personal representative, 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, national origin, sex, sexual orientation, age, residency within or outside of Miami-Dade County, or handicap shall be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination in the use of said Family Rides, except as provided by law.
- b) In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside of Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
- c) The ContractorLicensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-

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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 Regulations may be amended.

d) In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement and re-enter and repossess said Family Rides thereon and hold the same as if said 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.

a) During the performance of this Contract, ContractorLicensee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

e) By entering into this Contract, the ContractorLicensee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the ContractorLicensee or any owner, subsidiary or other firm affiliated with or related to the ContractorLicensee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the ContractorLicensee submits a false affidavit pursuant to this Resolution or the ContractorLicensee violates the Act or the Resolution during the term of this Contract, even if the ContractorLicensee was not in violation at the time it submitted its affidavit.

f)

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ARTICLE 6456.

PATENT AND COPYRIGHT INDEMNIFICATION

- a) The ContractorLicensee shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The ContractorLicensee warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The ContractorLicensee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the ContractorLicensee at its own expense, including the payment of attorney's fees, shall

indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the [Contractor/Licensee](#) shall have the obligation to, at the County's option to (i) modify, or require that the applicable sub[contractor/Licensee](#) 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 County, at the [Contractor/Licensee's](#) expense, the rights provided under this Agreement to use the item(s).
- e) The [Contractor/Licensee](#) shall be solely responsible for determining and informing the County whether a prospective supplier or sub[contractor/Licensee](#) 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 Deliverable hereunder. The [Contractor/Licensee](#) shall enter into agreements with all suppliers and sub[contractor/Licensees](#) at the [Contractor/Licensee's](#) own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE [6557](#). CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the [Contractor/Licensee](#) or its sub[contractor/Licensees](#) in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the [Contractor/Licensee](#) or its employees, agents, sub[contractor/Licensees](#) or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the [Contractor/Licensee](#) nor its employees, agents, sub[contractor/Licensees](#) or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the [Contractor/Licensee](#) expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The [Contractor/Licensee](#) shall advise each of its employees, agents, sub[contractor/Licensees](#) and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or sub[contractor/Licensee's](#) or supplier's employees, present or former. In addition, the [Contractor/Licensee](#) agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the [Contractor/Licensee](#) shall

immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the [ContractorLicensee](#) or its employees, agents, sub[contractorLicensees](#) or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the [ContractorLicensee](#) shall accompany such materials.

ARTICLE [6658](#). 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.

The [ContractorLicensee](#) acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the [ContractorLicensee](#) will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the [contractorLicensees](#) and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the [contractorLicensees](#)' employees with the approval of the lessor or [ContractorLicensees](#) thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The [ContractorLicensee](#) will report to the County any information discovered or which is disclosed to the [ContractorLicensee](#) which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the [ContractorLicensee](#)'s authority to prevent improper use, disclosure or removal.

ARTICLE [6759](#). PROPRIETARY RIGHTS

- a) The [ContractorLicensee](#) hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the [ContractorLicensee](#) hereunder or furnished by the [ContractorLicensee](#) to the County and/or created by the [ContractorLicensee](#) for delivery to the County, even if unfinished or in process, as a result of the Services the [ContractorLicensee](#) performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the [ContractorLicensee](#) as well as its employees, agents, sub[contractorLicensees](#) and suppliers may use only in connection with the performance of Services under this Agreement. The [ContractorLicensee](#) shall not, without the prior written consent of the County, use such documentation on any other project in which the [ContractorLicensee](#) or its employees, agents, sub[contractorLicensees](#) or suppliers are or may become engaged. Submission or distribution by the [ContractorLicensee](#) to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed

as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the [ContractorLicensee](#) and its sub[contractorLicensees](#) specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the [ContractorLicensee](#) nor its employees, agents, sub[contractorLicensees](#) or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the [ContractorLicensee](#), or any employee, agent, sub[contractorLicensee](#) or supplier thereof, without the prior written consent of the County, except as required for the [ContractorLicensee](#)'s performance hereunder.
- d) ~~d)~~ Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the [ContractorLicensee](#) and its sub[contractorLicensees](#) and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the [ContractorLicensee](#) hereby grants, and shall require that its sub[contractorLicensees](#) and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

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ARTICLE 689. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The [ContractorLicensee](#) shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the [ContractorLicensee](#) confirms its knowledge of and commitment to comply with the following:

- | | |
|--|--|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) | 4. Miami-Dade Disability and Nondiscrimination Affidavit |
| 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code) | (Section 2-8.1.5 of the County Code) |
| 3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code) | 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) |

6. Miami-Dade County Vendor Obligation to County Affidavit

(Section 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit

(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)**9. Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)**10. Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)**11. Subcontracting Practices**
(Ordinance 97-35)**12. Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)**13. SubcontractorLicensee /Supplier Listing**
(Section 2-8.8 of the County Code)**14. Environmentally Acceptable Packaging**
(Resolution R-738-92)**15. W-9 and 8109 Forms**

(as required by the Internal Revenue Service)

16. FEIN Number or Social Security Number

In order to establish a file, the ContractorLicensee'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 ContractorLicensee'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/ContractorLicensee 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

17. Office of the Inspector General
(Section 2-1076 of the County Code)**18. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

19. Antitrust Laws

By acceptance of any contract, the ContractorLicensee agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code 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 Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 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.

ARTICLE 694. 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 [ContractorLicensee](#) 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 [ContractorLicensee'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 [ContractorLicensee](#), its officers, agents, employees, [subcontractorLicensees](#) 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 [ContractorLicensee](#) in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the [ContractorLicensee](#) 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 [ContractorLicensee](#). The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 [ContractorLicensee](#), 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 [ContractorLicensee](#) from the Inspector General or IPSIG retained by the Inspector General, the [ContractorLicensee](#) 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 [ContractorLicensee'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 [subcontractorLicensees](#) 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.

ARTICLE 7062. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

ContractorLicensee 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 Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) Miami Dade County Ordinance No. 16-58, regarding a ban on use of polystyrene (also known as Styrofoam) in parks.

The ContractorLicensee 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 County or ContractorLicensee for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the ContractorLicensee. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the ContractorLicensee prior to authorizing work and as needed.

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

ARTICLE 63. NONDISCRIMINATION

~~During the performance of this Contract, ContractorLicensee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training~~

~~or retraining, including apprenticeship and on-the-job training.~~

~~By entering into this Contract, the ContractorLicensee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the ContractorLicensee or any owner, subsidiary or other firm affiliated with or related to the ContractorLicensee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the ContractorLicensee submits a false affidavit pursuant to this Resolution or the ContractorLicensee violates the Act or the Resolution during the term of this Contract, even if the ContractorLicensee was not in violation at the time it submitted its affidavit.~~

ARTICLE 7164. CONFLICT OF INTEREST

The ContractorLicensee represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the ContractorLicensee in this Agreement. This Agreement is entered into by the ContractorLicensee 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 County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the ContractorLicensee directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the ContractorLicensee or to the best of the ContractorLicensee's knowledge any subcontractorLicensee or supplier to the ContractorLicensee.
- c) Neither the ContractorLicensee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the ContractorLicensee shall have an interest which is in conflict with the ContractorLicensee's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the ContractorLicensee provides the County 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 County'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 Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event ContractorLicensee 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, ContractorLicensee shall promptly bring such information to the attention of the County's Project Manager. ContractorLicensee shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions ContractorLicensee receives from the Project Manager in regard to remedying the situation.

ARTICLE 7265. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the ContractorLicensee without the express written consent of the County:

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

b) Communicate in any way with any [contractorLicensee](#), 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 County; and

c) Except as may be required by law, the [ContractorLicensee](#) and its employees, agents, sub[contractorLicensees](#) and suppliers will not represent, directly or indirectly, that any product or service provided by the [ContractorLicensee](#) or such parties has been approved or endorsed by the County.

ARTICLE ~~7366~~. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the [ContractorLicensee](#) has with the County, the [ContractorLicensee](#) becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the [ContractorLicensee](#) under federal bankruptcy law or any state insolvency law.

ARTICLE ~~7467~~. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE ~~7568~~. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the [ContractorLicensee](#), prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the [ContractorLicensee](#) is free to fill its vacancies from other sources. [ContractorLicensee](#) will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until [ContractorLicensee](#) performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE ~~7669~~. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The [ContractorLicensee](#) shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or

as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the ContractorLicensee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTORLICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORLICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 79. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the ContractorLicensee and the County under this 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 Agreement.

ContractorLicensee

Miami-Dade County

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

Assistant County Attorney

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PROPOSER INFORMATION – ZOO FAMILY RIDES**Proposer, Key Personnel and Subcontractor/Licensee Experience**

1. State the Proposer's:
 - (i) past experience in operating facilities of similar capacity to that of the facility specified herein,
 - (ii) past performance in operating facilities of similar capacity to that of the facility specified herein
 - (iii) number of years in existence.

[Click here to enter text.](#)
2. Provide detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. Where possible, list and describe those projects performed for Zoos or other similar sized entities. The description should include;
 - (i) name of client,
 - (ii) description of work,
 - (iii) total dollar value of the contract,
 - (iv) contract term or duration,
 - (v) client contact person and phone number,
 - (vi) statement or notation of whether Proposer is/was the [contractor/Licensee](#) or a sub[contractor/Licensee](#), and
 - (vii) the results of the project.

[Click here to enter text.](#)
3. List all contracts 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 [Contractor/Licensees](#) for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - (i) name of the County Department which administers or administered the contract,
 - (ii) description of services provided,
 - (iii) total dollar value of the contract,
 - (iv) dates covering the term of the contract,
 - (v) county contact person and phone number,
 - (vi) statement of whether Proposer was the [contractor/Licensee](#) or a sub[contractor/Licensee](#), and
 - (vii) the results of the contracted services.

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4. State any 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 sub[contractor/Licensees](#) is or has been involved within the last five years.

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- 4.5. Provide Proposer's 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.

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- 5.6. Provide a list including all key personnel, employees and sub[contractor/Licensees](#) and their titles and roles to be assigned to this project.

[Click here to enter text.](#)
- 7.6. Describe the experience, qualifications, and other vital information, including relevant experience on previous similar projects for all key personnel. All key personnel may include site managers, partners, and other professional staff that will perform work under this project. This information shall include functions to be performed.

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- 8.7. Describe the experience, qualifications and other vital information, including relevant experience on previous similar

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projects for all sub~~contractor~~Licensees. This information shall include functions to be performed.

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98. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project.

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109. Provide a list including all owners and percentage of ownership for each owner.

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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 and ownership identified in its proposal.

Proposed Approach to Providing the Services

1140. Describe Proposer's approach in acquiring, installing and maintaining the Zoo Family Rides.

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121. Describe Proposer's management approach and plan to perform the required services including the responsibilities of Proposer's management and staff personnel that will perform work under this project.

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132. Provide a project schedule including identifying specific key tasks and duration for start-up. The County desires that the selected Proposer be in full operation three hundred sixty five (365) days following the date the selected proposer obtains all permits.

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143. Provide a list of proposed rides including:

- (i) specifications,
- (ii) age, weight, and or/height requirements (if applicable),
- (iii) brief description of the rides including pictures,
- (iv) corresponding prices to be charged to Zoo patrons, and
- (v) previous accident history anywhere in the United States of proposed ride type or similar ride.

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154. Provide preliminary action plans for emergencies, including, but not limited to, fire, acts of nature, etc. with corrective action readily available.

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165. Provide a marketing plan for the Zoo Family Rides.

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- 46-17. Provide a list of improvements to facility (if any) and associated cost which shall be paid by ~~s~~Selected Proposer.

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- 47-18. Provide a site plan for the Family Ride operation that best utilizes the identified space in the Zoo (Exhibit with the theme of the Zoo and fully complies with all applicable laws, rules codes, and draft form of the agreement.

- 48-19. Describe Proposer's approach to acquiring, supplying, operating and maintaining ticketing and queuing corresponding reports including but not limited to financial and usage reports and the ability of the ~~P~~Proposer and County to sell tickets and access corresponding reports.

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- 49-20. Describe Proposer's approach to customer service that ensures a high-level of service and quality to all

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- 20-21. Describe the legal requirements and issues that affect this type of operation and indicate Proposer's approach to addressing and mitigating effects of the same.

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~~24-22.~~ 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).

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Proposer's Pro Forma and Financial Capability

~~22-23.~~ Provide information regarding financial strength of the Proposer and the Proposer's ability to provide reasonable capital for operations and site improvements (if needed). Proposer shall provide 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 may be submitted if certified financial statements are unavailable.

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~~23-24.~~ Provide a Pro Forma Statement showing projected sales and expenses for the entire term of the Agreement. Do include payments to the County or improvement costs in the Pro Forma. Inflated statements or statements skewed outside normal operating ranges may be evaluated as less desirable than reasonable Pro Forma Statements.

FORM 1 – REVENUE PROPOSAL SCHEDULE – ZOO FAMILY RIDES

The Proposer's proposed revenue shall be submitted on this Form 1 "Revenue Proposal Schedule", and in the manner stated herein. Proposer is requested-required to fill in the applicable blanks on this form.

1. Guaranteed Monthly Fees

Guaranteed Monthly Fees listed below shall be received by the County from the selected Proposer on or before the first day of the month, without billing.

Service	Guaranteed Fee per Month <u>Year 1</u>	Guaranteed Fee per Month <u>Year 2</u>	Guaranteed Fee per Month <u>Year 3</u>	Guaranteed Fee per Month <u>Year 4</u>	Guaranteed Fee per Month <u>Year 5</u>
Operation of Zoo Family Rides	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.

Service	Guaranteed Fee per Month <u>Year 6</u>	Guaranteed Fee per Month <u>Year 7</u>	Guaranteed Fee per Month <u>Year 8</u>	Guaranteed Fee per Month <u>Year 9</u>	Guaranteed Fee per Month <u>Year 10</u>
Operation of Zoo Family Rides	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.

2. Monthly Percentage of Gross Receipts

Monthly Percentage of Gross Receipts listed below shall be received by the County from the selected Proposer on or before the tenth day of the month following the month in which revenues were received, without billing and are in addition to the guaranteed monthly fee.

Service	Percentage of Gross Receipts per Month <u>Year 1</u>	Percentage of Gross Receipts per Month <u>Year 2</u>	Percentage of Gross Receipts per Month <u>Year 3</u>	Percentage of Gross Receipts per Month <u>Year 4</u>	Percentage of Gross Receipts per Month <u>Year 5</u>
Operation of Zoo Family Rides	% Click here to enter text.	% Click here to enter text.	% Click here to enter text.	% Click here to enter text.	% Click here to enter text.

Service	Percentage of Gross Receipts per Month <u>Year 6</u>	Percentage of Gross Receipts per Month <u>Year 7</u>	Percentage of Gross Receipts per Month <u>Year 8</u>	Percentage of Gross Receipts per Month <u>Year 9</u>	Percentage of Gross Receipts per Month <u>Year 10</u>
Operation of Zoo Family Rides	% Click here to enter text.	% Click here to enter text.	% Click here to enter text.	% Click here to enter text.	% Click here to enter text.

Notes:

1. Sections 1 and 2 will be used to determine the points for the revenue criteria as indicated in Section 4.2-~~4~~, Evaluation Criteria and 4.~~65~~ Revenue Evaluation, of this Solicitation. Miami-Dade County prefers a higher guaranteed monthly fee as opposed to a higher monthly percentage of gross receipts.
2. In addition to revenue, selected ~~P~~roposer is responsible for all utilities [and for payment of sales taxes](#).