

	<p>The School Board of Miami-Dade County, Florida PROCUREMENT MANAGEMENT SERVICES 1450 N.E. 2nd Ave., Miami, Florida 33132 (305) 995-4288 Proposer Qualification Form</p>	<p>REQUEST FOR PROPOSALS</p>	
<p>DUE DATE: Proposals due on or before 1:00 p.m. Eastern Time (ET), November 11, 2021, at the School Board Administration Building.</p> <p>**DUE TO SOCIAL DISTANCING GUIDELINES PLEASE REFER TO EXHIBIT 18 FOR MORE INFORMATION**</p> <p>Check Addenda for any revised opening dates before submitting your proposal. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed proposals are not allowed and will not be considered for award.</p>	<p>RFP NO.: RFP-21-016-VF</p>	<p>RELEASE DATE: October 20,2021</p>	<p>PURCHASING AGENT Vanessa Flores, CPSM Phone: (305) 995-2646 Email: vflores@dadeschools.net</p>
<p>RFP TITLE: Commercial Leasing of Playfield Facilities at Glades Middle School</p>			
<p align="center">PROPOSER ACKNOWLEDGEMENT</p>			
<p>THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE PROPOSAL, WILL RESULT IN PROPOSAL BEING CONSIDERED NON-RESPONSIVE.</p>			
<p>Proposer's Name and state "Doing Business As", where applicable:</p>			
<p>Address:</p>			
<p>City:</p>			
<p>State:</p>	<p>Zip Code:</p>		
<p>Telephone Number:</p>			
<p>E-Mail Address:</p>			
<p>Federal Tax Identification Number:</p>			
<p>I hereby certify that: I am submitting the following information as my firm's Proposer and I am authorized to do so. Proposer agrees to complete an unconditional acceptance of the contents of this Request For Proposals, and all appendices and the contents of any Addenda released hereto; Proposer received Addenda and understands that the following are requirements of this RFP, and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal.</p> <p>BIDDER CERTIFICATION AND IDENTIFICATION A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person.</p> <p>1. Vendor certifies that this submittal is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.</p> <p>2. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.</p> <p>3. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13- 3F-1.025)</p> <p>4. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity.</p> <p><i>I agree that this proposal cannot be withdrawn within 120 days from date due.</i></p>		<p>_____ <i>Signature of Authorized Representative (Manual)</i></p> <p>_____ <i>Name of Authorized Representative (Typed or Printed)</i></p> <p>_____ <i>Title of Authorized Representative</i></p> <p>_____ <i>E-Mail Address of Authorized Representative</i></p>	

Visit our web site at procurement.dadeschools.net to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board approved Procurement/Purchasing Regulations.

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SECTION 1

INSTRUCTIONS TO PROPOSERS

Board policies may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

- A. "Cone of silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, invitation to bid, or other competitive solicitation between
 1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
 2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.
- B. A cone of silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section
- C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.
- D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

I. PREPARATION OF PROPOSALS

A. **PROPOSER QUALIFICATION FORM** qualifies the Proposer and the proposal and must be completed and submitted as page 1 of the proposal.

1. **PROPOSER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. **INSTRUCTIONS TO PROPOSER.** Defines conditions of the proposal.

1. **ORDER OF PRECEDENCE.** Any inconsistency in this proposal shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions to Proposers

II. SUBMITTING OF PROPOSALS

A. Proposals must be submitted on forms furnished by the Board, in compliance with the proposal submission requirements set forth under Section 6. Proposal submissions must be clearly marked with proposal number, proposal title and proposal opening date.

B. **ERASURES OR CORRECTIONS.** When filling out the proposal form, Proposers are required to complete proposal in ink.

1. Use of pencil is prohibited.
2. All changes must be crossed out and initialed in ink.

Those proposals for individual items that do not comply with items 1 and 2 above will be considered non-responsive for that item(s).

C. **PLACE, DATE AND HOUR.** Electronic submission, U.S. Mail, Courier/Express Service, or deposited in the BID BOX in accordance with the proposal submission requirements set forth under Section 6 and Exhibit 18. Proposals received after the date and hour specified in the PROPOSER QUALIFICATION FORM will not be considered.

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO PROPOSAL."** If not submitting a bid at this time, return the form entitled statement of "No Proposal".

F. **AVAILABILITY OF PROPOSAL INFORMATION.** Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

G. **TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY.** Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Proposal is fully authorized and empowered to do so on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer. Notwithstanding the above, Proposals shall only be accepted from non-profit entities.

H. **MISSING INFORMATION.** Respondents who do not meet all the documentation requirements for the RFP may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

III. CANCELLATION OF PROPOSALS OR REQUEST FOR PROPOSALS

An invitation for proposals may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master proposal file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the PROPOSER'S Qualification Form for receipt of proposals, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the services,
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a PROPOSER, as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any proposals received for the canceled solicitation shall be returned to the Proposer unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar services.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the Proposer desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Proposers name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. **AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn, for 120 days after the determined opening date, unless otherwise specified on the "PROPOSER QUALIFICATION FORM."

V. PROTESTS

A Proposer, who wishes to file a proposal protest, must file such notice and follow procedures prescribed by F.S. 120.57(3) and Bylaw 0133, for resolution.

Protest of Specifications

Any notice of protest of the specifications contained in a Request for Proposal (RFP) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133.

For a protest of the specifications contained in an Invitation to Bid (ITB) or in a Request for Proposals (RFP) or Invitation to Negotiate (ITN), the Notice of Protest shall be filed in writing within seventy-two (72) hours after the posting of a solicitation. The Formal Written Protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under this rule. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

Posting the Bond

The protesting party shall post a bond in a form consistent with F.A.C. Rule 28-110.005(2). A notice of decision or intended decision shall contain this statement: "Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under F.S. Chapter 120."

A. **Bond:** Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and

holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.

2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
3. Pursuant to F.S. 287.042(2)(c), if the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

B. **Bond:** Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

C. **Bond:** Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.

D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the bid tabulation or after receipt of the notice of the Board's decision or intended decision and shall file a Formal Written Protest within ten (10) calendar days after filing the Notice of Protest. The protesting Proposer shall also be required to post a bond, consistent with this rule. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under F.S. Chapter 120.57. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

The Formal Written Protest will be reviewed by Procurement Management Services, who will offer the protesting Proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk Miami-Dade County Public Schools
1450 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone: (305) 995-1440
Fax: (305) 995-1448
E-Mail: Dlopiz@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request rebids.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

E. DEFAULT. A Proposer who fails to perform according to the terms of the Agreement (proposal) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend debarment or suspension pursuant to Board Policy 6320.04.

F. BID DOCUMENTS. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Proposer. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

G. DEBARMENT. Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

VII. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

STATUS VERIFICATION SYSTEM

1. Each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own entity, under penalty of perjury, that the named PROPOSER has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.

2. The PROPOSER shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the PROPOSER's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

VIII. COMPLIANCE WITH LAWS – PROPOSER shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this proposal.

IX. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475 as amended from time to time PROPOSER agrees that, if PROPOSER receives remuneration for services, PROPOSER and all of its employees who provide or may provide services under this Agreement will complete criminal history

checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to the School Board of Miami-Dade County.

Additionally, PROPOSER agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Proposer will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor Badge which shall be worn by the individual at all times while on Board property when students are present.

PROPOSER agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. PROPOSER agrees to require all its affected employees to sign a statement, as a condition of employment with PROPOSER in relation to performance under this Proposal/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. PROPOSER agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. PROPOSER further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by PROPOSER to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

X. COMPLIANCE WITH SCHOOL CODE

PROPOSER agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further PROPOSER agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

XI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

XII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 and copying any information received in response to a Request for Proposals (RFP). No action on the part of the respondent to a RFP will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSER understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PROPOSER shall keep and maintain public records required by the School Board to perform the service. The PROPOSER shall keep records to show its compliance with program requirements. PROPOSER and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PROPOSER which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. PROPOSER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROPOSER does not transfer the records to the public agency. The PROPOSER shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the PROPOSER or keep and maintain public records required by the School Board to perform the service. If the PROPOSER transfers all public records to the School Board upon completion of the contract, the PROPOSER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROPOSER keeps and maintains public records upon completion of the contract, the PROPOSER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XIII. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to PROPOSER, be assigned without the prior written agreement of Board. If PROPOSER attempts to make such an assignment, such attempt shall constitute a condition of default.

XIV. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the PROPOSER shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XV. LOBBYISTS

A. "Lobbyist" means a person, firm or corporation who is employed and receives payment from, or who contracts for economic consideration with, any principal, person or organization for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. For purposes of this rule, the term "Lobbyist" specifically includes the principal as well as any agent, officer, or employee

of a principal regardless of whether they are employees of the principal whose normal scope of employment does not include lobbying activities.

B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity.

If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."

C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses

D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

XVI. LOCAL-AND STATE VENDOR PREFERENCE

A. The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 dollars or the current formal bidding threshold set by statute.

B. Proposers claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

XVII. DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contracted vendors to make full disclosure of their relationship with any Board committees, task force, or associations. The PROPOSER Qualification Form will now include the clause titled "Disclosure of Conflict of Interest.

Board policies may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

XVIII. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

XIX. **INDEMNIFICATION:** To the fullest extent permitted by law, the Awarded Proposer shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the Awarded Proposer's performance under the Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Proposer or other persons employed or utilized by the Awarded Proposer in the performance of the Agreement. The remedy provided to the Indemnitees by this

indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Awarded Proposer. The provisions of this Section are intended to require the Awarded Proposer to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in the Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Awarded Proposer shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Awarded Proposer agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to the Awarded Proposer's performance under the Agreement.

XX. PATENTS & ROYALTIES

The Awarded Proposer, without exception, shall indemnify and save harmless The School Board of Miami-Dade County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by The School Board of Miami-Dade County, Florida, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. PROPOSER shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by PROPOSER of any third-party patent, copyright or trademark or (ii) misappropriation by PROPOSER of any third-party trade secret in connection with any of the foregoing. PROPOSER will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

XXI. AGREEMENT: This proposal and the corresponding Agreement shall constitute the Contract between Parties. By submitting a Response, the Proposer agrees to be bound to and execute the corresponding Agreement for this solicitation.

XXII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION. Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in 85.200, Debarment or Suspension, 85.201, Treatment of Title IVHEA participation, and 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [Board] and a person other than

a procurement contract for goods or service, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C.23049g) and 41 U.S.C.253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Board shall require participants in lower tier covered transactions, to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXIII. SEVERABILITY: In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid; illegal, unlawful, unenforceable or void in any respect; the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision of this proposal shall be considered as if such invalid, unlawful, unenforceable or valid provision had herein.

XXIV. DISTRIBUTION: It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for PROPOSER'S failure to obtain complete proposal documents. Board reserves the right to reject any proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XXV. CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes: Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awarded PROPOSER agrees that it may create, receive from or on behalf of Board, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awarded PROPOSER represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the Board in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the Board, Awarded PROPOSER agrees to provide Board with a written summary of the procedures Awarded PROPOSER uses to safeguard

the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the Board to terminate any Agreement with Awarded PROPOSER.

All confidential records must remain within the continental United States.

XXVI. PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all PROPOSERS in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a PROPOSER asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the PROPOSER that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

XXVII. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 PROPOSER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

XXVIII. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XXXV. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board for an award greater than 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

XXIX. LICENSES, CERTIFICATIONS AND REGISTRATIONS:

PROPOSER must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this proposal shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Miami-Dade County, Florida. PROPOSER must submit a copy of all its current Licenses, Certifications and Registrations required as

described herein, either with its proposal or within five working days of notification.

An Awarded PROPOSER who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Chief Procurement Officer of Procurement Management Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded PROPOSER of its responsibilities under this RFP.

XXX. POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#/community-internships/c7pc> or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

XXXI. COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 620.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

XXXII. ADA COMPLIANCE

Awarded Proposer agrees and warrants that its services and/or products comply with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Awarded Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Awarded Proposer further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Awarded Proposer's failure to comply with this requirement.

XXXIII. CONFLICT OF TERMS

The Parties acknowledge and agree, and for avoidance of doubt, in the event of a conflict between terms and conditions set forth in this Section 1, Instructions to Proposers, and the terms and conditions set forth in the Lease Agreement, Exhibit 17, the terms and conditions set forth in the Lease Agreement shall govern.

DEFINITIONS

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

- a) "Board Policy" means any and all policies adopted by the School Board and in effect at the time the RFP is published and as they may be amended from time to time ("Board Policy"). All Board Policies are incorporated by reference into this Solicitation and into all Proposals submitted by a Proposer.
- b) "Buyer" means Procurement staff tasked with facilitating the RFP process.
- c) "Chief Procurement Officer" means the individual who serves as the principal public purchasing official for the District.
- d) "Selection Committee" means a committee of individual(s) who evaluate and rank proposals; conduct negotiations; and makes a contract award recommendation to the District and its respective Committees.
- e) "Scope of Services" or "Scope of Work" means the work to be performed by the Proposer or Consultant as described in Section 4 of this RFP, as amended thereto.
- f) "Solicitation" means this Request For Proposals (RFP) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments/exhibits.
- g) "Superintendent", "Superintendent of Schools" means the Secretary and executive officer of the district school board.
- h) "The School Board of Miami-Dade County, Florida ("School Board")", means the governing body of elected officials comprising the district school board and who review and have the authority to approve or reject any and all recommendations for contract awards. "Miami-Dade County Public Schools", "M-DCPS", "The School Board of Miami-Dade County, Florida" or "District" are interchangeable terms.

SECTION 2 – RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

Goal Setting Committee	Tuesday, October 12, 2021
RFP available for distribution:	Wednesday, October 20, 2021
Pre-Proposal Conference date, time and place:	Thursday, October 28, 2021, at 10:00 a.m. Join Zoom Meeting https://zoom.us/j/93461779365?pwd=a3dXOEQ0S1pLcXlaVU03L09WK3VoUT09 Meeting ID: 934 6177 9365 Passcode: 888152 One tap mobile +13017158592,,93461779365# US (Washington DC) +13126266799,,93461779365# US (Chicago)
Deadline for receipt of questions:	Thursday, October 28, 2021, at 5 p.m. EST Emailed to vflores@dadeschools.net
Deadline for receipt of proposals:	Thursday, November 11, 2021 EST No later than 1 p.m. (local time)
Virtual Opening of Proposals:	Thursday, November 11, 2021 EST 2:00pm Via Zoom
Virtual Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Exhibit 18)
Selection Committee Meetings:	To Be Determined and Published via Miami-Dade County Public Schools' District Advisory Committee Meeting Calendar @ http://meetings.dadeschools.net/list.asp
Projected Board Approval of Contract:	Anticipated December 2021
Projected contract start date:	Anticipated January 1, 2022

PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this RFP Timetable. Attendance is highly recommended but not mandatory.** Please note, Proposers may ask questions, however, all questions **MUST** be submitted in writing by the due date stated in this Section.

**Pre-Proposal Conference attendance is not required. In compliance with Florida Statutes, Chapter 119, commonly known as the Florida Sunshine Law, this meeting will be recorded in its entirety.*

SECTION 3 – SPECIAL CONDITIONS

3.1 INVITATION

Thank you for your interest in this Request for Proposals (RFP). The School Board, through Procurement Management Services, invites responses from non-profit Proposers, which offer to provide the services described in Section 4 Scope of Work.

3.2 TERMS OF CONTRACT AGREEMENT

The initial term of the contract shall be for a period of five (5) years with five (5) one (1) year extension periods, under the same terms and conditions contained in the Lease Agreement (as defined below), at the School Board's sole option, and provided the Lessee under the Lease Agreement is not in default of the terms of the Lease Agreement and gives written notice seeking such an extension to the District a minimum of ninety (90) days prior to the end of the Initial Lease Term (as defined in the Lease Agreement) or the then current term. In addition, the Lease Agreement may be extended if needed, for an additional ninety (90) days beyond the expiration of the then current term, at the District's discretion. Extensions will be evidenced in writing as an amendment to the Lease Agreement, executed and signed by the District and Lessee prior to the expiration date of the Lease Agreement or any valid extension thereof.

3.3 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this RFP, in accordance with **Section 2**, no later than the deadline for receipt of questions specified in the RFP Timetable (See **Section 2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, email and facsimile number.

A copy of any written communication or email must be sent to the Executive Assistant to the Clerk of the School Board.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written amendments to this RFP. Where there appears to be a conflict between the RFP and any amendments, the last amendment issued shall prevail.

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 3**).

Proposers who obtain copies of this RFP from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular RFP. Such Proposers are solely responsible for those risks.

SECTION 4 – SCOPE OF SERVICES

This section identifies the levels of performance that are desired by the District. Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability to comply/conform with the technical requirements of this Section of the Request for Proposal (RFP) may result in deductions in the allocation of points by the Selection Committee.

SECTION - 4.1 – PURPOSE OF REQUEST FOR PROPOSALS AND PROCESS FOR SELECTION

Under this RFP, The School Board of Miami-Dade County, Florida (“**Board**” or “**School Board**”) will be considering proposals (sometimes referred to herein as “**Proposals**” or “**Bids**”) from qualified non-profit entities and/or individuals seeking to lease all or a portion of the Board-owned Glades Middle School (“**School**”) playfield, located at 9451 S.W. 64 Street, unincorporated Miami-Dade County, Florida. For purposes of this RFP, the term Bidder may be used individually or collectively as the “**Bidder**” or “**Bidders**”, and the term “**Proposer**” may be used individually or collectively as the “**Proposer**” or “**Proposers**”, and shall mean the legal entity or individual that meets the minimum requirements and criteria outlined in this RFP, as determined solely by the Board, and if determined by the Selection Committee to be the highest ranked responsive and responsible entity responding to this RFP, will be the party legally and financially capable of entering into and executing a Lease Agreement (hereinafter referred to as “**Lease Agreement**”, and attached hereto as **Exhibit 17**) by and between the Bidder and the Board, subsequent to the Board authorizing entering into the subject Lease Agreement.

The portion of the School campus that is available under this RFP is strictly limited to the area set forth in Exhibit 20, and may be used exclusively for the operation of the Successful Proposer’s (as such term is defined below) non-profit youth baseball/softball recreational program(s). No other recreational programs will be permitted. The Successful Proposer shall have use of the leased area (sometimes referred to herein as the “**Site**” or “**Demised Area**”) during those days and times when the Demised Area is not in use by the School, and as otherwise set forth below and in the Lease Agreement. All such use shall be in compliance with all applicable statutes, laws, rules, regulations and School Board Policy. As a part of this Proposal, the Bidder may offer to make certain limited recreational modifications or improvements to the Demised Area directly related to the operation of its recreational program (hereinafter referred to as the “**Recreational Improvements**”). In addition, the Proposer may, if so desired, and strictly on a voluntary basis, provide certain additional services or functions for the School (which, by way of example only, may include, without limitation, athletic scholarships, mentoring a School sports team, etc., and hereinafter referred to as “**Additional Services**”). Recreational Improvements, Additional Services and any other benefit being offered to the School under this RFP in addition to a monetary component, is hereinafter referred to as “**Added Value**”. Notwithstanding the Bidder voluntarily offering to provide certain Added Value, as a condition of submitting a bid under this RFP, the Bidder must include a monetary contribution to the School Board payable as monthly rent for use of the Demised Area during the term of the lease.

The Bidder determined by the Selection Committee to be the highest ranked responsive and responsible entity responding to this RFP, hereinafter referred to as the “**Successful Proposer**”, as well as all other responsive and responsible bidders ranked from highest to lowest by the Selection Committee, hereinafter referred to as the “**Alternate Proposer(s)**”, will be notified of their standing once the Cone of Silence is lifted. The Successful Proposer will be required to enter into a Lease Agreement with the Board, which Lease Agreement shall be as substantially set forth in Exhibit 17 of this RFP. Miami-Dade County Public Schools (the “**District**” or “**School District**”), reserves the right to make modifications to the Lease Agreement, in the sole determination of, and subject to final review and approval by, the Board.

As a condition of submitting a Bid under this RFP, the Proposer acknowledges and agrees that the Successful Proposer may not operate its program(s) on the Site in such a manner, or during such hours, as to create a public nuisance or interfere with residential property owners residing in close proximity to the Site. In that regard, **the**

Lease Agreement shall include certain non-negotiable terms and conditions under which the Successful Proposer must strictly adhere. These include: 1) the Successful Proposer shall require its members to utilize the paved parking lot located on the east side of the School campus (“**School Parking Lot**”) as the primary source of parking during practice sessions and home games, and not park on the adjacent swale or private property; 2) the Successful Proposer shall make every reasonable effort to request its visitors, guests and patrons also utilize the School Parking Lot as the primary source of parking during practice sessions and home games, and not park on the adjacent swale or private property; 3) the Successful Proposer shall provide adequate security and supervision of the Demised Area at all times during its period of use, and maintain the Demised Area safe and secure. The Successful Proposer shall designate authorized personnel to provide security and supervision, including directing members, visitors and guests to the School Parking Lot, during games and practice sessions, and require that these individuals display proper attire or identification designating them as security/safety personnel. The Successful Proposer acknowledges and agrees that the Board, at its sole option, may require the Successful Proposer to increase, augment or modify its supervision and security provisions, including those dealing with vehicle parking and pedestrian ingress/egress to the Site, and failure to meet these requirements shall be deemed a material breach of the Lease Agreement and may result in the immediate termination of the Lease Agreement by the Board, at the Board’s sole option, and regardless of any other term or provision of the Lease Agreement; 4) the Successful Proposed may not access or use any pedestrian gates located adject to the Demised Area at any time or for any reason. All pedestrian traffic is to access the School Playfield via the pedestrian corridor running between the School Parking Lot and the School Playfield (as such terms are defined in Exhibit 20). Any maintenance functions or delivery and pick-up of bulky items or materials must be facilitated through the School Parking Lot and pedestrian corridor. No motorized vehicles will be allowed on the School Playfield other than golf carts; 5) the Successful Proposer shall have use of the Site only until 9:30 pm Monday through Friday, and until 4:00 pm on Saturday. The Site may not be utilized on Sunday. Specific terms and conditions establishing operating hours and other conditions are set forth in the Lease Agreement; 6) no adult leagues will be permitted; and 7) no banners or other advertising will be allowed to be posted or installed anywhere within the Demised Area (i.e. on the perimeter fence, backstops, dugouts, School Parking Lot, etc.).

SECTION 4.2 – SCOPE OF SERVICES AND MISCELLANEOUS INFORMATION

- A. In the event the Proposer is seeking to construct limited Recreational Improvements (as defined above), the Proposer must include a description of this work in the Proposal Submittal (Exhibit 21), with as much detail as possible, for review by applicable District departments and the Selection Committee. All such work will be at the sole cost and expense of the Successful Proposer. The Board will make the final determination on the nature and scope of any Recreational Improvements.
- B. The Demised Area will be made available in its “as-is”, “where-is” condition and basis with all faults, subject to all easements, covenants and other encumbrances or limitations of record, and the Board will not provide any capital improvements or complete any repairs as a provision of this RFP. The Board makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition, environmental condition, or appropriateness of the Demised Area for any specific use or purpose. Proposers, by submitting a Proposal in response to this RFP, acknowledge and agree that the Board has made no representations whatsoever regarding the Site. Proposers represent that they are relying and will continue to rely solely on their own investigations in their decision to submit a proposal in response to this RFP, and ultimately enter into a Lease Agreement with the Board (if they are the Successful Proposer). Proposers further acknowledge and agree that the Board shall not indemnify Proposers in any way with respect to condition of the Site.
- C. Any construction work by the Successful Proposer must comply with the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time. Any contractors performing work on the Site must be pre-qualified by the Board in accordance with Board Policy and procedures, before commencing any construction activities on the Site. The District’s Building Department will be the entity responsible for reviewing and approving all construction documents, issuing permits for construction of the Recreational Improvements and

providing final acceptance of any work. The Successful Proposer shall be responsible for payment to the Board of all costs borne by the Board for jurisdictional plan review, permitting, and inspections. The Successful Proposer shall submit payment to the Board for the cost of such plan review, permitting and inspection services prior to commencement by the Board's consultant of such services.

- D. Upon termination, expiration or cancellation of the Lease Agreement, ownership of any Recreational Improvements constructed by the Successful Proposer on the Site will vest with the Board, by operation of law, without any remuneration to the Successful Proposer or any other parties.
- E. The School will have use of the Demised Area and Recreational Improvements during regular school hours on regular school days (as such hours are determined by the School Administrator) at no cost. In addition, the District will have use of said Recreational Improvements as required for athletic practices, home games, intramural sports and special school events and functions, as set forth in the Lease Agreement.
- F. On those days when the School is in session, the Successful Proposer will have use of the Demised Area and Recreational Improvements, beginning 30 minutes following the end of the School's operating hours, including any after-school or tutoring programs operated at the Site. Additionally, the Successful Proposer will have use of the Demised Area and Recreational Improvements on Saturdays, Board holidays, and Winter and Spring Recess periods. Specific terms and conditions establishing operating hours and other conditions are set forth in the Lease Agreement.
- G. **In all instances, the Successful Proposer may not operate in such a manner, or during such hours, as to create a public nuisance or interfere with residential property owners residing in close proximity to the Site. Failure to adhere to this requirement shall constitute a material breach under the Lease Agreement, and the School Board at its sole authority may immediately terminate the Lease Agreement without penalty, regardless of any other provision of this RFP or the Lease Agreement.**

SECTION 4.3 – ADDITIONAL REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER AS A PART OF ITS PROPOSAL SUBMITTAL (Exhibit 21)

In addition to any other submittals called for in this RFP, all Proposers submitting a proposal pursuant to this RFP must submit the applicable documentation set forth below in order to be considered by the Board.

As a part of Exhibit 21 provide:

- A. If applicable, submittal of all pertinent occupational licenses and any other business use licenses, certifications and/or approvals, satisfactory to the School Board Attorney's Office, required to operate its business in Miami-Dade County and/or the applicable municipality where the Proposer's business is based.
- B. Verification, satisfactory to the School Board Attorney's Office, that the party signing the RFP, including the Proposal Submittal (Exhibit 21) and Addendum to Proposal Submittal (Exhibit 3), is duly authorized to do so and has the legal capacity to do so, on behalf of the Proposer.
- C. Confirmation that, if Proposer is deemed the Successful Proposer, the Proposer will submit verification, satisfactory to the School Board Attorney's Office, evidencing that the Proposer is authorized to enter into the Lease Agreement pursuant to this RFP and that the party signing the Lease Agreement, is duly authorized to do so and has the legal capacity to do so, on behalf of Proposer.
- D. Documentation, satisfactory to the Board, attesting that the Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to construct the Recreational Improvements, if applicable, and operate the recreational program(s).

- E. Documentation, satisfactory to the Board, attesting that the Proposer has the capacity to provide the insurance coverages and limits meeting, at a minimum, the requirements set forth in the Lease Agreement.
- F. A detailed description of the recreational program(s) to be provided by the Proposer, including age groups, as part of its proposal submittal.
- G. A detailed description of the Recreational Improvements the Proposer will be seeking to construct, if applicable.
- H. Evidence, satisfactory to the Selection Committee, of experience and qualifications in the operation of recreational program(s) that are the same or similar to the recreational programs proffered by the Proposer in the RFP. Such evidence must provide documentation that the Proposer has operated, or been a principal contributor to the operation, the same or similar recreational program(s) for a minimum of three (3) consecutive years within the last ten (10) year period.
- I. No less than two (2) signed original reference letters. At least one reference letter should be from an authorized representative of the entity where the Proposer operated, or was a principal contributor, for the same or similar recreational program(s) proffered by the Proposer under this RFP. The two (2) reference letters may not be more than six (6) months old.
- J. Any other information that can be used by the Selection Committee in the proposal evaluation process.

SECTION 5 – MINIMUM QUALIFICATION REQUIREMENTS

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County’s Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.		
b. If the proposal is submitted by a corporation or other business or legal entity, submittal of sufficient documentation, satisfactory to the School Board Attorney’s Office, evidencing that the business or legal entity is active and authorized to do business in the State of Florida at the time of submittal, and that its corporate or legal status shall remain active and unchanged at the time of the award of the RFP and execution and commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Proposers must provide any and all documentation, acceptable to the Board, relating to the entity’s formation, existence and legal and good standing status. In addition, submittal of names(s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.		
c. The Proposer must submit, as a part of its proposal, documentation satisfactory to the School Board Attorney’s Office, that the Proposer is operating, and is in good standing, as a not-for-profit entity.		
d. Experience in the business of providing the services described in this RFP. Evidence that the Proposer has operated, or been a principal contributor to the operation, the same or similar recreational program(s) for a minimum of three (3) consecutive years within the last ten (10) year period.		
e. Two (2) reference letters, at least one reference letter should be from an authorized representative of the entity where the Proposer operated, or was a principal contributor, for the same or similar recreational program(s) proffered by the Proposer under this RFP. The reference letters may not be more than six (6) months old. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.		
f. Documentation, satisfactory to the Board, attesting that the Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to construct the Recreational Improvements, if applicable, and operate the recreational program(s).		
g. A detailed description of the recreational program(s) to be provided by the Proposer, including age groups, as part of its proposal submittal.		
h. A detailed description of the Recreational Improvements the Proposer will be seeking to construct, if applicable.		
i. Submission of all documentation/information stated in this RFP, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this RFP, as well as the required forms and exhibits, as stated in Section 10 of this RFP.		

SECTION 6 – SUBMISSION REQUIREMENTS

SECTION 6.1 – SUBMITTAL INSTRUCTIONS

The entire proposal packet must be submitted either: (1) electronically via the e-bidding platform DemandStar, or (2) an unbound original proposal in a main sealed envelope or container (box), **along with an electronic submittal via DemandStar**. All proposals must be submitted on 8 1/2" X 11" paper, neatly typed, with normal margins and spacing. **It should be noted that M-DCPS will no longer be using Periscope S2G as an e-bidding platform nor for posting of M-DCPS solicitations.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP Timetable (Section 2).

For more information on how to submit an electronic proposal DemandStar, please refer to the instructions set forth in **Exhibit 19**.

If submitting an unbound original proposal, proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments/exhibits and original signatures.**
- **One (1) electronic version via the e-bidding platform DemandStar.**

The unbound original proposal must be submitted in a sealed envelope or container clearly labeled on the outside with the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Vanessa Flores
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132
(305) 995-2646**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 1 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 2**. Additionally, M-DCPS is closed on holidays observed by the District. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Proposer's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the District as constituting an offer by the Proposer to perform the required services at the stated prices.

SECTION 6.2 – RESPONSE FORMAT

This Section identifies the format to be followed in assembling a response. Proposers must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the Sections below. Proposers are instructed to indicate a response to ALL requirements and specifications contained in this Section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may

not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed, with normal margins, spacing and quantities as outlined in this RFP.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the RFP may result in deductions in the allocation of points by the Selection Committee.

All proposals must contain the following tabs/sections:

- 1) Cover Page
Exhibit 1 found in **Section 10** is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.
- 2) Table of Contents
The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- 3) Proposer Qualification Form (Page 1 of this RFP)
This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.
- 4) Minimum Qualification Requirements
Submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 5.
- 5) A fully complete and executed Exhibit 21, Sections A, B, C and D.
- 6) SBE/MBE Participation, if applicable
Provide documentation as described in Section 7.7
- 7) Required Forms & Exhibits The Proposer must complete, sign and submit any other Exhibits or forms required under this RFP, not specifically set forth above. By submitting a proposal, the Proposer agrees to be bound by and to execute the Lease Agreement, Exhibit 17 of this RFP.

SECTION 7 - EVALUATION/SELECTION PROCESS

SECTION 7.1 - COMPETITIVE RFP PROCESS

- (a) The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at www.procurement.dadeschools.net.
- (b) Also see Section 3 of this document for additional information and provisions applicable to this competitive RFP process.

SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee composed of representatives from M-DCPS (hereinafter referred to as "**Committee**") will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Selection Committee. Please note, the Selection Committee members will review all proposals, based upon the criteria listed below, and may determine to complete a consensus vote or rank proposals for additional evaluation, which may include oral presentations.

This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria listed. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Selection Committee in evaluating proposals submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points that will be awarded for each section are stated below. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

The Selection Committee shall evaluate proposals received based on the following criteria and points:

CRITERIA FOR EVALUATION	AVAILABLE POINTS
Clear and concise proposal, in full compliance with the requirements of this RFP	15
Experience and Qualifications running similar programs, Financial Capacity, and References	25
Revenue to the District, pursuant to Section 4.1	50
Added value, if any, offered to the District, pursuant to Section 4.1	10
TOTAL POINTS	100

SECTION 7.3 - ORAL PRESENTATIONS, IF REQUIRED

- (a) Proposers may be invited to individually make oral presentations of their proposal.
- (b) Oral presentations, if required, will consist of an overview of the submitted proposal of each of the Proposers and specific questions regarding items specific to the proposal being reviewed. NO

additional information will be provided by the Proposer during these presentations.

SECTION 7.4 - NEGOTIATIONS WITH RESPONSIBLE PROPOSERS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, may conduct negotiations with:

- (i) the highest ranked Proposer when the Committee established a competitive range and has completed its final evaluation of proposals;
 - (ii) the highest ranked Proposer when the Committee determines not to establish a competitive range; or
 - (iii) a sole Proposer when only one proposal is received.
- a) *Purposes of Negotiations.* Negotiations are held to:
- (i) promote understanding of the District's requirements and the Proposers' proposals; and
 - (ii) facilitate arriving at a contract that will be most advantageous to the District, taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
 - (iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Exhibit 2) submitted with the proposal.
 - (iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.

SECTION 7.5 - AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) (**See Section 10 - Exhibit 2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (**Exhibit 2**). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this RFP process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

SECTION 7.6 - SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

All small/micro, minority/women and veteran certifications must be completed online using the following link:
<http://oeo.dadeschools.net/certification.asp>

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: <http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at OEO@dadeschools.net for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

SECTION 8 – PROPOSAL SUBMITTAL

All Proposers shall utilize Exhibit 21 (Proposal Submittal) of this RFP, as the format to be followed as part of their Proposal Submittal. Proposers must complete all sections of Exhibit 21 (Sections A, B, C and D) and execute same where indicated. Additional pages may be added as necessary to fully provide the District with more details and/or attachments.

SECTION 9 – INSURANCE REQUIREMENTS

Bidders shall be required to provide, at the time of submittal of their bid, evidence that they have the capacity to provide the insurance coverages and limits meeting, at a minimum, the requirements set forth in Exhibit 17, Lease Agreement. If selected as the Successful Proposer, proof of insurance, in the type and amounts set forth below, must be provided to the District prior to execution of the Lease Agreement by the School Board.

A. Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$ 1,000,000 Each Accident
\$ 1,000,000 Disease - Policy Limit
\$ 1,000,000 Disease - Each Employee

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the School Board on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the School Board on or before the Effective Date of the Lease Agreement, and shall remain in full force and effect during the term of the Lease Agreement, and the Successful Proposer shall furnish the School Board evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

In addition, upon award, the successful bidder shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming "The

School Board of Miami-Dade County, Florida and its members, officers and employees” as an additional insured and certificate holder. Failure by the successful bidder to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the bidder to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the bidder shall relieve the bidder of the bidder’s full responsibility to provide insurance as required herein.

The insurance provided by the bidder shall apply on a primary basis. Any insurance, or self- insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the bidder.

Compliance with these insurance requirements shall not limit the liability of the bidder. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the bidder) available to the Board under this contract or otherwise.

The bidder shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the bidder. The certificate of insurance shall contain the provision that the School Board be given no less than (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

SECTION 10 – FORMS AND EXHIBITS

- Exhibit 1 Cover Page for Proposal
- Exhibit 2 Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
- Exhibit 3 Acknowledgment of Amendments
- Exhibit 4 Local Business Affidavit of Eligibility
- Exhibit 5 Florida Statutes on Public Entity Crimes
- Exhibit 6 Proposer Experience Form
- Exhibit 7 Anti-Collusion Statement
- Exhibit 8 Disclosure of Employment of Former School Board Employees/Conflict of Interest
- Exhibit 9 Proposal Submittal Receipt Form
- Exhibit 10 Submitted Proposal Document Verification Form
- Exhibit 11 Debarment
- Exhibit 12 Instructions for Certification
- Exhibit 13 Proposer's Preference
- Exhibit 14 Drug-Free Workplace
- Exhibit 15 Mailing Label
- Exhibit 16 Statement of No Response (If applicable)
- Exhibit 17 Lease Agreement
- Exhibit 18 Bid Opening Instructions
- Exhibit 19 DemandStar Registration Instructions
- Exhibit 20 Site Plan of Glades Middle School showing the available area(s) for lease under this RFP
- Exhibit 21 Proposal Submittal

**Exhibit 1
Cover Page for Proposal**

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain): _____		
IF CORPORATION,		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
PROPOSER'S AUTHORIZED SIGNATURE		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

Exhibit 2
AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)
FOR SELECTION COMMITTEE PROCEEDINGS (RFP PROCESS)

Firm/Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____
 This RFP No.: _____

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations, including negotiations under this RFP process:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations, including negotiations before a Miami-Dade County Public Schools' evaluation, selection, technical review or similar committee or subcommittee under the above-referenced RFP process.

Furthermore, pursuant to School Board Policy **8150, LOBBYISTS**, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. The listed members of the presentation team shall not be required to pay any registration fees. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of an individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: <http://www2.dadeschools.net/schoolboard/rules/>

Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission to the M-DCPS Buyer, prior to the oral presentation, a revised/updated fully executed Affidavit (this Exhibit 2).

Unless listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee, unless all applicable fees as a registered lobbyist have been paid.

Signature of Authorized Representative of Firm/Proposer: _____
 Name: _____
 Title: _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

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

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

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) (Serial Number, if any)

Exhibit 3
ACKNOWLEDGEMENT OF AMENDMENTS

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each addendum received in connection with this solicitation.

Please include a signed copy of each addendum.

Addendum #1, Dated _____,	20__
Addendum #2, Dated _____,	20__
Addendum #3, Dated _____,	20__
Addendum #4, Dated _____,	20__
Addendum #5, Dated _____,	20__
Addendum #6, Dated _____,	20__
Addendum #7, Dated _____,	20__
Addendum #8, Dated _____,	20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 4



Miami-Dade County Public Schools
Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:	
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____	
BUSINESS NAME:	_____
CONTACT PERSON:	_____
ADDRESS: <i>(Include City State & Zip Code)</i>	_____
FEIN (Federal Employer Identification Number):	Length of Time at Address Provided: _____
	Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	() FAX: ()
E-MAIL ADDRESS:	_____
ATTESTATION - I understand that: <ul style="list-style-type: none"> • In accordance with School Board Policy <u>6320.05</u>, local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Mark applicable box and attach support document(s). • To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal. • The preference does not apply to goods or services exempted by statute as reflected in Policy <u>6320</u>, or prohibited by Federal or State law, or other funding source restrictions. • The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. • The above information may be subject to verification. • A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy <u>6320.04</u>. 	

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

 SIGNATURE OF NOTARY PUBLIC
 THIS _____ DAY OF _____, 20____
 My Commission Expires: _____
 NOTARY SEAL

 PRINTED NAME OF AFFIANT

 SIGNATURE OF AFFIANT DATE

 TITLE

 COMPANY NAME

FM-7138 Rev. (03-13)

**Exhibit 5
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

The State of Florida has enacted a law that requires proposers or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All Proposers must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.

RFP or Contract No. _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business addresses of _____ (name of proposer or contractor) is _____.
2. My relationship to _____ (name of proposer or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Exhibit 6 - PROPOSER EXPERIENCE FORM

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub Proposer and the client.

Prime Proposer/Sub Proposer:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Proposer's role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

For Department Use Only:

PMS Staff Name/ Signature

Date

Exhibit 7
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications, and I certify that I am authorized to sign this proposal. I certify agreement with the School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Proposer does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer.

LEGAL NAME OF AGENCY OR

PROPOSER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Exhibit 8

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Proposers are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No Yes If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name: _____ •		
Name: _____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**EXHIBIT 9
PROPOSAL SUBMITTAL RECEIPT FORM**

All Proposers MUST adhere to the guidelines stated in Section 2. As such, all proposers will sign and acknowledge timely submittal of this RFP, as well as Procurement Management Services Staff. As stated in Section 6.1, please complete the following form and attach the form to the outside of your firm's proposal response.

RFP Name and Number:	RFP-21-016-VF Commercial Leasing of Playfield Facilities at Glades Middle School
RFP Due Date:	Thursday, November 11, 2021
Proposer Name and Address:	
Proposer's Date and Time of Submission:	
Authorized Proposer's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Proposer's Submission:	

**EXHIBIT 10
SUBMITTED PROPOSAL DOCUMENT VERIFICATION FORM**

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration.

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.		
b. If the proposal is submitted by a corporation or other business or legal entity, submittal of sufficient documentation, satisfactory to the School Board Attorney's Office, evidencing that the business or legal entity is active and authorized to do business in the State of Florida at the time of submittal, and that its corporate or legal status shall remain active and unchanged at the time of the award of the RFP and execution and commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Proposers must provide any and all documentation, acceptable to the Board, relating to the entity's formation, existence and legal and good standing status. In addition, submittal of names(s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.		
c. The Proposer must submit, as a part of its proposal, documentation satisfactory to the School Board Attorney's Office, that the Proposer is operating, and is in good standing, as a not-for-profit entity.		
d. Experience in the business of providing the services described in this RFP. Evidence that the Proposer has operated, or been a principal contributor to the operation, the same or similar recreational program(s) for a minimum of three (3) consecutive years within the last ten (10) year period.		
e. Two (2) reference letters, at least one reference letter should be from an authorized representative of the entity where the Proposer operated, or was a principal contributor, for the same or similar recreational program(s) proffered by the Proposer under this RFP. The reference letters may not be more than six (6) months old. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.		
f. Documentation, satisfactory to the Board, attesting that the Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to construct the Recreational Improvements, if applicable, and operate the recreational program(s).		
g. A detailed description of the recreational program(s) to be provided by the Proposer, including age groups, as part of its proposal submittal.		
h. A detailed description of the Recreational Improvements the Proposer will be seeking to construct, if applicable.		

Exhibit 11 - DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

Exhibit 12- INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME; the undersigned authority, in and for the State of Florida, personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT

TITLE

COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

Exhibit 14 - DRUG FREE WORKPLACE

VENDOR NAME:

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Miami-Dade County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ or

Produced Identification _____

Notary Public – State of _____

My commission expires: _____

(Type of Identification)

Exhibit 15 - MAILING LABEL

PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

In addition to the below label, all proposers MUST attach Exhibit 9, Proposal Submittal Receipt Form to the outside of the proposal.

SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

Proposer's Name:
Proposer's Address:
Proposer's Telephone Number:

BID BOX

Miami-Dade County Public Schools

Procurement Management Services
Attn: Vanessa Flores
Procurement Director
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

RFP No. RFP-21-016-VF
RFP Title: Commercial Leasing of Playfield Facilities at Glades Middle School
Proposal Due Date: Thursday, November 11, 2021, by 1:00 p.m. (local time)

Exhibit 16 - STATEMENT OF "NO RESPONSE"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and return, prior to the Bid Due Date established within to vflores@dadeschools.net or mail to:

The School Board of Miami-Dade County,
Florida
Procurement Management Services
1450 N.E. 2nd. Ave., Miami, Florida 33132
Attn: Vanessa Flores, Director

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Email: _____

√	Reasons for "NO Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the Request for Proposals.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

EXHIBIT 17

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), made and entered into this ___ day of _____, 20___, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**LESSOR**" or "**School Board**"), and _____ (the "**LESSEE**"). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, LESSOR owns and has under its jurisdiction certain real property known as Glades Middle School, located at 9451 SW 64 Street, Miami, Florida ("**School**"); and

WHEREAS, LESSOR issued Request for Proposals No. RFP-21-016-VF ("**RFP**") to invite proposals that would allow for the use of certain recreational facilities at the School by not-for-profit entities for the operation of youth recreational programs during non-school hours, with revenue and, if applicable, added value (as hereinafter defined) to the LESSOR; and

WHEREAS, LESSEE submitted a proposal pursuant to the RFP expressing its interest in leasing certain recreational facilities at the School to operate its youth sports program(s), and LESSEE was awarded the RFP by the School Board in accordance with Board Action No. _____ at its meeting of _____ 20___; and

WHEREAS, the LESSEE has formulated a plan for opening and operating its recreational program(s) at the School, which the LESSEE represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control ("**CDC**") guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time ("**Opening Plan**"); and

WHEREAS, pursuant to the RFP process, The School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Board Action No. _____ at its meeting of _____ 20___; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____ 20___ in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Agreement on its behalf.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars

EXHIBIT 17

(\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LESSOR and LESSEE agree as follows:

I.

RECITALS

The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED PREMISES

Effective with the Commencement Date (as defined below) of this Agreement, LESSEE shall lease from LESSOR the paved parking lot located on the east side of the School campus ("**School Parking Lot**") and a portion of the School's playfield area consisting of six (6) baseball fields (including the T-Ball Field), and associated backstops, bleachers and dugouts, a concession/restroom building, and batting cages ("**School Playfield**"), and a pedestrian corridor running between the School Parking Lot and the School Playfield, all as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**DEMISED PREMISES**"). LESSEE may not access or use any other portion of the School campus, other than as set forth herein.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement ("**Effective Date**"). The term of this Agreement shall be for a period of five (5) years commencing January 1, 2022 at 12:00 a.m. (the "**Commencement Date**") and ending December 31, 2027 at 11:59 p.m., unless terminated sooner as provided for in this Agreement (the "**Initial Lease Term**").

IV.

RENT

The annual rental rate for the first year of the Initial Lease Term (January 1, 2022 through December 31, 2022) shall be _____ Dollars (\$___), payable to LESSOR in four (4) equal quarterly installments of \$___ beginning on the Commencement Date and on the first day of each quarter thereafter (January 1, April 1, July 1, October 1) without demand.

EXHIBIT 17

The annual rental rate for the second through fifth years of the Initial Lease Term shall increase each year, on the anniversary date of the Commencement Date, by eight percent (8%) over the prior year's annual rental rate, due and payable in four (4) equal quarterly installments as set forth above. All rental payments shall be made payable to "The School Board of Miami-Dade County, Florida", and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Eco-Sustainability Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

If LESSEE fails to pay rent on or before the rental due date, LESSEE shall be required to pay a late fee to LESSOR at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal or other similar publication in the week where the default takes place, plus two percent (2%), in addition to the past due rent amount ("**Additional Rent**"). Failure of LESSEE to make timely rental payments and/or pay the Additional Rent shall constitute a default whereby the LESSOR, irrespective of Article XVII of this Agreement, may immediately terminate this Agreement without penalty.

V.

USE OF DEMISED PREMISES; COMPLIANCE WITH EMERGENCY ORDERS

Subject to the provisions of Article VII, the DEMISED PREMISES shall be used by LESSEE solely for the operation of youth softball and/or baseball programs for boys and girls, ages 4 through 15, including without limitation, practices and games, and for no other purpose. LESSEE shall not permit adult leagues or unauthorized teams to utilize the DEMISED PREMISES, and use shall only consist of those activities by patrons and guests of LESSEE conducted as part of LESSEE'S not-for-profit operation of its youth sports program. Use of the DEMISED PREMISES for any other purpose shall constitute a material breach under this Agreement.

LESSEE covenants and agrees to accept the DEMISED PREMISES in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants and other encumbrances or limitations of record, and LESSOR makes no representations or warranties of any type or nature whatsoever, either

EXHIBIT 17

expressed or implied, as to the usefulness, physical condition, environmental condition or appropriateness of the DEMISED PREMISES or other portions of the School for LESSEE'S operations or any specific use. In addition, LESSOR shall not provide any capital improvements or complete any repairs within the DEMISED PREMISES or elsewhere on the School campus as a provision of this Agreement. LESSEE, by executing this Agreement, acknowledges that the LESSOR has made no representations whatsoever regarding the School or the DEMISED PREMISES. LESSEE represents that it is relying and will continue to rely solely on its own investigations in its decision to lease the DEMISED PREMISES, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the DEMISED PREMISES. The provisions of this Paragraph shall survive the expiration or the earlier termination of this Agreement.

Other than as stipulated elsewhere in this Agreement, the LESSEE shall have use of the DEMISED PREMISES on those days when the School is in session, beginning the later of 4:30 p.m. or thirty (30) minutes following the end of the School's operating hours, including any after-school or tutoring programs operated at the DEMISED PREMISES, and ending at 9:30 pm. When the School is not in session, LESSEE shall have use of the DEMISED PREMISES Monday through Friday from 4:30 p.m. to 9:30 p.m., and Saturdays from 8:30 a.m. to 4:00 p.m. ("**Period of Use**"). LESSEE'S Period of Use may only be extended, from time to time, and only if necessary for LESSEE to complete an inning then in progress. Notwithstanding this provision, LESSEE covenants and agrees that its on-site operations must cease, all field lighting must be turned off, and the DEMISED PREMISES must be vacated by LESSEE within thirty (30) minutes of the end of each Period of Use. No use will be allowed on Sundays.

LESSOR shall have use of the DEMISED PREMISES during regular School hours (as such hours are determined by the School Administrator) on regular school days, as established each year in the Elementary and Secondary School Calendar. In addition, the LESSOR, at its sole option, may use the DEMISED PREMISES, in whole or in part, on an as-needed basis during LESSEE'S Period of Use as required for, but not limited to, athletic practices and home games, special School events and functions, intramural sports, extracurricular athletic activities, and summer school. In the event of such a need, the School Principal or designee shall notify LESSEE in writing, a minimum of forty-eight (48) hours in advance.

In the event LESSEE seeks to make improvements to the existing recreational facilities, as

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set forth below, LESSEE will be responsible for any and all costs, including but not limited to, field and security lighting, bathroom and water fountain facilities, turf irrigation, additional parking, turf upgrades, and utilities. In addition, LESSEE shall be responsible for any and all costs related to the operation of LESSEE'S recreational program(s) at the DEMISED PREMISES, including without limitation, reimbursement to the LESSOR for any costs borne by the LESSOR as a result of LESSEE'S operations (e.g., overtime cost for School site personnel, removal by School staff of garbage or trash from the DEMISED PREMISES or School campus, use of the School's consumable materials, repair or replacement of School equipment or recreational facilities damaged by LESSEE).

The sale or consumption of alcoholic beverages on the DEMISED PREMISES is expressly prohibited. In addition, LESSEE shall not permit its members, guests or invitees to use tobacco products of any kind, including e-cigarettes, while on the DEMISED PREMISES. Use of the DEMISED PREMISES for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. LESSEE shall not commit nor permit any violations of applicable laws, rules and regulations of the LESSOR, including School Board Policies, LESSEE, COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES.

Notwithstanding any other provisions of the Agreement, the LESSEE acknowledges and agrees that the LESSEE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to a pandemic crisis ("**Emergency Orders**") at all times in LESSEE'S use of the DEMISED PREMISES. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. At the request of LESSOR or its designee, the LESSEE shall provide to the LESSOR sufficient documentation acceptable to the LESSOR certifying compliance, at the LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the LESSOR relating thereto ("**Certificate of Compliance**"). It is understood and agreed that, by virtue of accepting

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possession of the DEMISED PREMISES or continuing use and occupancy of same and providing the Certificate of Compliance, the LESSEE certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, until such time as the LESSEE notifies the LESSOR otherwise in compliance with the provisions of Article XXIX of this Agreement. Enforcement of these procedures and mitigating measures by the LESSEE, in accordance with the Opening Plan, is a condition precedent to the LESSEE'S occupancy and continued use of the DEMISED PREMISES under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the LESSOR, without penalty, at the LESSOR'S sole option, as set forth in Article XVIII of the Agreement.

In the event of a dispute of more than 48 hours between LESSOR and LESSEE as to closure of the DEMISED PREMISES, the decision of the Superintendent of Schools shall be deemed final and be followed by immediate implementation of mitigating measures in accordance with the then current guidelines.

VI.

ADDED VALUE

[This Article will be included in the Lease Agreement only if LESSEE has proffered Added Value, as set forth in the RFP. Otherwise, this Article will be shown as "Intentionally Deleted"]

As set forth in the above referenced RFP, LESSEE has proffered certain Added Value (as such term is defined in the RFP) as a part of its RFP submittal, and LESSOR, as a part of its review of the RFP submittal and recommendation by the Selection Committee, has accepted such proffer. As such, as a condition precedent to the Commencement Date of this Agreement, LESSEE shall

VII.

SUPERVISION AND SECURITY

As set forth in the above referenced RFP, LESSEE acknowledges and agrees that its compliance with certain supervision and security measures is a material inducement to LESSOR to

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enter into this Agreement. LESSEE covenants and agrees that it shall not operate its program(s) on the DEMISED PREMISES in such a manner, or during such hours, as to create a public nuisance or interfere with residential property owners residing in close proximity to the School. In that regard, the LESSEE shall strictly adhere to the following provisions: 1) the LESSEE shall require its members to utilize the School Parking Lot as the primary source of parking during practice sessions and home games, and not park on the adjacent swale or private property; 2) the LESSEE shall make every reasonable effort to request its visitors, guests and patrons also utilize the School Parking Lot as the primary source of parking during practice sessions and home games, and not park on the adjacent swale or private property; 3) the LESSEE shall provide adequate security and supervision of the DEMISED PREMISES at all times during its Period of Use, and maintain the DEMISED PREMISES safe and secure. The LESSEE shall designate authorized personnel to provide security and supervision, including directing members, visitors and guests to the School Parking Lot during games and practice sessions, and require that these individuals display proper attire or identification designating them as security/safety personnel; 4) the LESSEE may not access or use any pedestrian gates located adjacent to the DEMISED PREMISES at any time or for any reason. All pedestrian traffic is to access the School Playfield via the pedestrian corridor running between the School Parking Lot and the School Playfield. Any maintenance functions or delivery and pick-up of bulky items or materials must be facilitated through the School Parking Lot and pedestrian corridor. No motorized vehicles will be allowed on the School Playfield other than golf carts. LESSEE, at LESSEE'S expense, and after first securing approval by the LESSOR or designee of the language to be used, shall install signage on each gate located adjacent to the DEMISED PREMISES advising that the gate shall remain locked and directing individuals to the School Parking Lot; 5) other than as set forth elsewhere in this Agreement, the LESSEE shall have use of the DEMISED PREMISES only until 9:30 p.m. Monday through Friday, and until 4:00 p.m. on Saturday. The DEMISED PREMISES may not be utilized on Sunday; 6) no adult leagues will be permitted; and 7) no banners or other advertising will be allowed to be posted or installed anywhere within the DEMISED PREMISES (i.e. on the perimeter fence, backstop, dugouts, School Parking Lot, etc.).

The LESSEE acknowledges and agrees that the School Board, at its sole option, may require the LESSEE to increase, augment or modify the supervision and security provisions, including those dealing with vehicle parking and pedestrian ingress/egress to the DEMISED

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PREMISES, and failure to meet these requirements shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the School Board, at the School Board's sole option, as set forth in Article XVIII.

LESSEE further acknowledges and agrees that the School Administrator shall have complete authority over any School campus operational issues, including without limitation, building security and safety, and LESSEE shall comply with all such requirements and coordinate with the School Administrator on an ongoing basis to ensure the safety of the School's students, staff, visitors, invitees and the public at all times. In addition, LESSEE acknowledges and agrees that LESSEE'S use of the DEMISED PREMISES shall not unreasonably disrupt nor interfere with any of the School's educational activities or operations, and agrees to work closely with the School Administrator to minimize any impact on School operations.

LESSEE shall promptly notify the LESSOR or its designee of any and all notices or communications received by LESSEE from any jurisdictional entity, as well as provide notice to LESSOR of any incidents that occurred on or near the DEMISED PREMISES, in relation to any health and safety issues or law enforcement incidents. Thereafter, LESSEE shall provide the LESSOR with all information reasonably requested by the LESSOR, and shall cooperate with LESSOR in implementing any policies or procedures by LESSEE required to mitigate any further incidents in this regard. This representation by LESSEE shall constitute a material inducement for LESSOR to enter into this Agreement.

VIII.

IMPROVEMENTS TO THE DEMISED PREMISES

The LESSEE may, with the prior written approval of the LESSOR, or its designee, such approval to be issued at the sole discretion of the LESSOR, modify existing recreational improvements and/or construct additional recreational improvements on the DEMISED PREMISES, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**"). Unless otherwise waived by Miami-Dade County Public Schools ("**District**"), LESSEE acknowledges and agrees that as a precondition to commencing any Work, LESSEE shall be responsible for payment to the BOARD of all costs borne by the BOARD for jurisdictional plan review, permitting, and inspections. LESSEE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD'S consultant of such services. Unless otherwise waived by

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the District, LESSEE further acknowledges and agrees that as a condition precedent to commencing any Work within the DEMISED PREMISES, LESSEE shall prepay to the LESSOR Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the LESSOR and LESSEE for any design and construction activities within the DEMISED PREMISES. In that capacity, LESSOR shall assist LESSEE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. LESSEE shall provide funding to LESSOR in the full amount charged for these services, prior to issuance by LESSOR of construction permits. Additionally, LESSEE shall be responsible for all costs associated with design of the Work.

LESSEE agrees that no construction, major repairs, alterations or improvements on the DEMISED PREMISES may be undertaken unless the plans are first submitted to and approved in writing by the LESSOR, or its designee, which LESSOR may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to the LESSOR in the event of errors and omissions, and the LESSOR shall be named as Third Party Beneficiary thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of any Work. If required by the LESSOR, at the LESSOR'S sole discretion, LESSEE'S contractors must be pre-qualified by the LESSOR before commencing any Work or construction activities on the DEMISED PREMISES or any other portion of the School.

The LESSOR'S Building Department shall have sole authority for any Work taking place at the School and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the LESSOR'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and

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regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District's design criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by LESSEE upon completion of the Work, and evidence of same, satisfactory to LESSOR, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and LESSEE shall have no authority to access any other portions of the School, except as otherwise provided for in this Agreement or as authorized by the LESSOR, or its designee, on an as-needed basis.

The Work shall conform at all times to safety criteria established with and approved by the LESSOR, or its designee, and shall neither unreasonably disrupt nor interfere with the LESSOR'S operations at the School. LESSEE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing, and coordinate on an ongoing basis with the School Administrator to ensure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times, and minimize impact on LESSOR'S staff, visitors, invitees and the public at all times during the Work. LESSEE shall make every reasonable effort to ensure that construction related activities to be performed at the School are conducted during other than School hours, and LESSEE'S activities shall neither unreasonably disrupt or interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted within the DEMISED PREMISES during School hours, or in the event LESSEE requires access to the School site for any other reason, the LESSEE shall first secure the approval of the School Administrator.

Prior to the commencement of the Work, LESSEE shall provide the LESSOR with a schedule for the commencement and completion of the Work. If LESSOR, or its designee, requests that LESSEE cease any work at the School due to unreasonable interference or violation of any applicable rules and regulations or LESSOR'S criteria, then LESSEE shall immediately discontinue its activities at the School, and shall proceed only after LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause each and every of its contractors and subcontractors doing work at the School site to indemnify, defend and hold harmless the LESSOR, its employees and

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representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide LESSOR with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements : (1) Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractor, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE'S contractor as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The LESSEE covenants and agrees that it shall indemnify, hold harmless and defend LESSOR from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES or elsewhere on the School campus. In addition, LESSEE shall cause each and every of its contractors and subcontractors performing work at the DEMISED PREMISES (hereinafter collectively referred to as "**Lessee's Contractors**", and individually as the "**Lessee's Contractor**") to further covenant and agree, at Lessee's Contractors' own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from, or incidental to the Lessee's Contractors performance under any contract by and between LESSEE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

If, as a result of LESSEE'S actions in the performance of the Work, or failure to act,

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portions of the DEMISED PREMISES or School are damaged, in the sole opinion of the LESSOR, then the LESSEE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to LESSEE'S entry onto the DEMISED PREMISES or School. LESSEE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the LESSOR. In the event that the LESSEE is unable to complete the work within said thirty (30) day period, LESSEE shall provide LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE fails to complete the repair work within the prescribed time frame, then the LESSOR, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse LESSOR for this work within thirty (30) days of receipt from LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. In the alternative, LESSOR may instead place LESSEE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the School caused by LESSEE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of LESSOR'S students, staff and visitors, and requiring immediate repair, as determined by LESSOR at LESSOR'S sole discretion, LESSOR'S may, at LESSOR'S sole discretion, complete the necessary repairs, at LESSEE'S sole cost and expense.

If required by the LESSOR, at the LESSOR'S sole discretion, and irrespective of LESSEE'S estimate of the cost of construction of the improvements, LESSEE shall provide to LESSOR a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the LESSOR. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

LESSEE shall not permit any liens or notices of violation to be filed or attached to the DEMISED PREMISES or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by LESSEE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida or any other

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jurisdiction, LESSEE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s) within thirty (30) days of receipt thereof, at LESSEE'S sole cost and expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such notice of violation to be removed of record, and LESSEE shall be liable to the LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the LESSOR.

It is expressly understood by the Parties that LESSEE shall not commence any of the Work or construction activities within the DEMISED PREMISES or at or about the School site until LESSOR, or its designee, has received all items stipulated in this Agreement and has notified LESSEE, in writing, that it is authorized to start the Work. At the completion of the Work, the LESSEE shall secure an inspection of the DEMISED PREMISES from LESSOR'S designee, verifying that the work on the DEMISED PREMISES has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the LESSOR'S designee attests to the satisfactory completion of the Work. In addition, the LESSEE agrees that the LESSEE or the Lessee's Contractors shall restore the DEMISED PREMISES to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the LESSEE. The LESSEE shall provide to the LESSOR all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the LESSOR.

The LESSEE covenants and agrees that it shall indemnify, hold harmless and defend LESSOR from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES.

All improvements or facilities installed, operated, and maintained by the LESSEE on the DEMISED PREMISES or School pursuant to this Agreement shall become the property of the

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LESSOR, without compensation due to LESSEE, at such time as the LESSOR accepts installation of same as being final and in compliance with all appropriate regulations.

IX.

MAINTENANCE AND CUSTODIAL SERVICES

Other than as set forth below, LESSEE shall be responsible, at its cost, for all maintenance of the DEMISED PREMISES, including, without limitation, the six (6) baseball fields and associated dugouts, lawn and field maintenance in and around the baseball fields, maintenance of the batting cages, backstops and backstop fencing, bleachers, concession/restroom building (including providing all custodial or janitorial services, paper goods and any other supplies) and field lighting (including bulb replacement), as well as mowing of the outfield areas immediately adjacent to the six (6) baseball fields, all in conformance with the LESSOR'S standard maintenance and custodial/janitorial services schedule and criteria.

Unless damaged by LESSEE'S actions, LESSOR shall retain responsibility for mowing of the balance of the outfield areas, and for maintenance and repair of the irrigation system, in conformance with the LESSOR'S standard maintenance schedule and criteria.

In addition, each Party shall be responsible for removal of all trash and litter generated during its respective period of use, and LESSEE shall ensure that all garbage cans have liners, and the garbage is placed in the School's dumpster located in the School Parking Lot after each Period of Use.

Notwithstanding the above or any other provision of this Agreement, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, at LESSEE'S sole cost and expense. Enforcement of these procedures is a condition precedent to LESSEE'S continued use and occupancy of the DEMISED PREMISES under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement, and may result in the cancelation of this Agreement, at the School Board's sole option, as set forth in Article XVIII. Occupancy of the DEMISED PREMISES by LESSEE while operating under any Emergency Order or School Board Policy relating thereto shall be deemed a representation to LESSOR, on which LESSOR will rely, that LESSEE is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders.

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X.

INSURANCE

In addition to the provisions set forth in Article XIII of this Agreement, the LESSEE shall, on or before the Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

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Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the LESSOR on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the LESSOR on or before the Effective Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the LESSEE shall furnish the LESSOR evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

XI.

UTILITIES AND OTHER SERVICES

The LESSEE shall be responsible for installation and payment of all utilities serving LESSEE'S operations within the DEMISED PREMISES, including, without limitation, water, sewer, solid waste disposal, storm water, trash, recycling collection and electricity. LESSEE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

XII.

INDEMNIFICATION AND HOLD HARMLESS

LESSEE shall hold harmless, indemnify and defend the LESSOR, its members, officers and employees, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of

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or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of LESSEE, whether or not due to or caused in part by the negligence or other culpability of the LESSOR, excluding only the sole negligence or culpability of the LESSOR. Notwithstanding the above or any other provision of this Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall indemnify, hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits arising out of or in connection with LESSEE'S implementation of the Opening Plan.

In addition, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from or incidental to performance under this Agreement. Further, LESSEE shall indemnify LESSOR against any successful Claims Bill imposed on the LESSOR related to LESSEE'S actions under this Agreement, and shall make payment under any such successful claim.

The LESSOR does hereby agree to indemnify and hold harmless the LESSEE, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the LESSOR shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LESSOR arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the LESSOR. However, nothing herein shall be deemed to indemnify the LESSEE from any liability or claim arising out of the negligent performance or failure of performance of the LESSEE or as a result of the negligence of any unrelated third party nor for any claim relating to the COVID-19 pandemic.

The provisions of this Article shall survive the termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of LESSOR'S sovereign immunity.

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XIII.

NO LIABILITY FOR PERSONAL PROPERTY

LESSEE agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such property by any cause whatsoever. LESSEE hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the DEMISED PREMISES.

XIV.

LIABILITY FOR DAMAGE OR INJURY

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE on or about the DEMISED PREMISES or School, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents, representatives or employees, and in such event the LESSOR'S liability shall be subject to the limits of Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Notwithstanding the above or any other provision of this Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall provide proof of Insurance with coverages acceptable to the School Board's Office of Risk Management, which shall include a self-insured retention with limits not less than \$300,000.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XV.

ASSIGNMENT AND SUBLETTING

LESSEE shall not, at any time during the term of this Agreement, sublet in part or whole the DEMISED PREMISES, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED PREMISES, or permit the DEMISED PREMISES to be occupied by other persons, firms, corporations, or governmental units, without the LESSOR'S prior written consent, which may be withheld at the LESSOR'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this

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Agreement, and may result, at LESSOR'S sole option and without penalty, in the cancelation of this Agreement, as set forth in Article XVIII.

XVI.

EXTENSION OF TERM

The term of this Agreement may be extended for five (5) additional terms of one (1) year each, under the same terms and conditions contained in this Agreement, at LESSOR'S sole option, and provided LESSEE is not in default of the terms of this Agreement and gives written notice seeking such an extension to LESSOR a minimum of ninety (90) days prior to the end of the Initial Lease Term or the then current term. The annual rental rate during each one (1) year extension period shall increase by the percentage increase in the Consumer's Price Index for All Urban Consumers, but in no event less than eight percent (8%) over the prior year's annual rental rate. Any extensions of the term of this Agreement shall be facilitated through the execution by the Parties of an amendment to this Agreement.

Notwithstanding the above, in conformance with the provisions of the RFP, the Agreement may be extended if needed, for an additional ninety (90) days beyond the expiration of the then current term, at the District's sole discretion.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII and XXX or any other provisions of this Agreement, LESSEE shall have the right to cancel this Agreement in whole or in part at any time, without cause or penalty, by giving the LESSOR written notice at least one (1) year prior to the effective date of said cancellation.

In addition to the provisions of Articles XVIII and XXX or any other provisions of this Agreement, LESSOR may cancel this Agreement in whole or in part, without cause or penalty, at any time during the Initial Lease Period or any extensions thereof, if the LESSOR sells the School or DEMISED PREMISES, or the DEMISED PREMISES is required for a District purpose, as it may be solely determined by the LESSOR, by giving the LESSEE written notice at least one (1) year prior to the effective date of said cancellation.

In addition, the LESSOR may cancel the Agreement for cause and without penalty, in the event of an uncured material breach, as set forth below.

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XVIII.

DEFAULT

LESSOR shall notify LESSEE in writing regarding LESSEE'S failure to perform or to comply with the terms and condition of this Agreement. If LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSOR with a written response indicating the status of LESSEE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSOR shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSEE. Notwithstanding the above or any other provision of this Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, LESSEE shall have three (3) business days from the date it receives the written notice to cure any default impacting its violation of the Emergency Order or School Board Policy relating thereto, failing which the LESSOR may immediately cancel this Agreement, irrespective of any other provisions of this Agreement.

LESSEE shall notify LESSOR in writing regarding LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSEE with a written response indicating the status of LESSOR'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by LESSEE beyond the Cure Period (defined below) may result in the cancellation of this Agreement, irrespective of any other provisions of this Agreement. The School Board shall provide LESSEE with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. LESSEE shall have three (3) business days from the date it receives the written notice to cure the material breach ("**Cure Period**"). The following shall constitute a material breach on the part of LESSEE: (1) other than discontinuing on-site activities to protect the health and wellbeing of clients and staff during a health emergency, failure to operate LESSEE'S program(s) on the DEMISED PREMISES for more than one-hundred twenty (120) consecutive days after the Commencement Date of this

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Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Agreement, (5) in the event the tax-exempt status of the DEMISED PREMISES or School is rescinded or is at risk of being rescinded, as outlined in Article XXXIX(K) of this Agreement, (6) unauthorized assignment or sublet of the DEMISED PREMISES, (7) failure to pay Rent, Additional Rent or any other expenses to LESSOR as provided for in Article IV of this Agreement, (8) use of the DEMISED PREMISES for any reason not provided for in Article V of this Agreement, (9) failure to comply with COVID-19 protocols, including any and all Emergency Orders and the provisions of the Certificate of Compliance, as set forth in Article V of this Agreement, and (10) LESSEE fails to implement or enforce any Supervision and Security requirements established by the LESSOR, or correct any Supervision and Security deficiencies.

XIX.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, LESSEE shall and may peaceably have, hold and enjoy the above described DEMISED PREMISES, without hindrance or interference by the LESSOR.

XX.

LESSOR'S RIGHT OF ENTRY

Other than in event of an emergency, after first providing reasonable notice to LESSEE, the LESSOR, or any of its agents, representatives or employees, shall have the right to enter said DEMISED PREMISES during LESSEE'S Period of Use to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED PREMISES or School, provided such activities do not unreasonably interfere with the LESSEE'S use of the DEMISED PREMISES.

XXI.

TAXES AND REGULATORY COMPLIANCE

LESSEE shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the DEMISED PREMISES or the School, as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

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If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the DEMISED PREMISES, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at LESSEE'S sole cost and expense.

Non-compliance with the provisions of this Article XXI shall be deemed a material breach of this Agreement.

XXII.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to LESSOR in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the DEMISED PREMISES, including any signage installed by LESSEE. LESSEE agrees that ownership of any improvements constructed by the LESSEE on the DEMISED PREMISES or elsewhere on the School site will vest with the Board, by operation of law, without any compensation or remuneration to the LESSEE or any other parties. Notwithstanding this provision, at LESSOR'S option, LESSEE shall be required to remove improvements or facilities constructed or installed by LESSEE, if any, and to restore the DEMISED PREMISES to the same condition as existed before the Commencement Date of this Agreement. LESSEE shall promptly return all keys and other items belonging to LESSOR and shall coordinate with the LESSOR to ensure a proper and timely surrender of the DEMISED PREMISES. Any of LESSEE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXIII.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to

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this Agreement duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Such amendments shall be effective only when signed by LESSOR and LESSEE and shall be incorporated as part of this Agreement.

XXIV.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the DEMISED PREMISES. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED PREMISES by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs, from pre-trial proceedings through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXVI.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida, and the venue for any disputes shall be exclusively in Miami-Dade County, Florida. All applicable laws shall be construed as same presently exist and as they may be amended hereafter.

XXVII.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement

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provisions ambiguous or a nullity.

XXVIII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by LESSOR or LESSEE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXIX.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other (“**Notice**”) shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail, to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to LESSOR:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design &
Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1918
E-mail: RPerwz6@dadeschools.net

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With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

In the case of notice or communication to LESSEE:

E-mail: _____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the LESSOR to grant or deny any and all approvals required under this Agreement dealing with modification of existing recreational improvements or construction of additional recreational facilities within the DEMISED PREMISES by LESSEE, as well as routine operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to execute amendments to this Agreement within the authority granted him by the School Board in this Agreement, and to grant or deny any approvals required under this Agreement, including placing the LESSEE in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

E. As further detailed in Article XXXVII, prior to execution of this Agreement, LESSEE shall deliver to the LESSOR sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State wherein it was duly organized and in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence and legal and good standing status, with corporate or legal status to be provided periodically thereafter, as required by the LESSOR. In addition, LESSEE shall deliver to LESSOR, prior to execution of this Agreement, the necessary resolution in a

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form acceptable to LESSOR, verifying that LESSEE is authorized to enter into this Agreement, and that the party signing this Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

F. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “Day” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for LESSOR and Counsel for LESSEE may deliver Notice on behalf of LESSOR and LESSEE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by LESSEE, in the event the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm or other casualty to the extent that some or all of the DEMISED PREMISES are rendered untenable or unfit for the purposes intended, LESSEE may, at LESSEE’S sole option, either cancel this Agreement, in whole or in part, by giving written notice to the LESSOR, or repair or replace the damaged/destroyed facilities, at LESSEE’S expense. If LESSEE opts to repair or replace the damaged/destroyed facilities, then LESSEE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs, coordination with FEMA, and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenable within the aforementioned time period, then LESSOR may, at its sole option, place the LESSEE in default.

Notwithstanding the above, LESSOR, at LESSOR’S sole option, may voluntarily choose to repair or replace some or all of the damaged facilities, at LESSOR’S cost. For avoidance of

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doubt, such repair or replacement by LESSOR is not an obligation of LESSOR under this Agreement, and would not constitute a Waiver by LESSOR of any provisions of this Agreement.

LESSOR and LESSEE agree that in the event of cancellation of the Agreement due to damage or destruction, LESSEE shall surrender the DEMISED PREMISES to LESSOR in compliance with Article XXII of the Agreement.

Any damage or destruction sustained to the DEMISED PREMISES or School as a result of LESSEE'S actions shall be repaired by LESSEE at LESSEE'S sole cost and expense. In that event, LESSEE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSOR may, at its sole option, place the LESSEE in default.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED PREMISES and School, or arising from LESSEE'S use or occupancy of the DEMISED PREMISES or School, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES or School. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term of this Agreement, at or from the DEMISED PREMISES or School (unless caused solely by LESSOR), or that arises at any

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time from LESSEE'S use or occupancy of the DEMISED PREMISES or School.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED PREMISES or School or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES or School, or the transportation to or from the DEMISED PREMISES or School of any Hazardous Substance.

LESSEE shall, at LESSEE'S expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES and School. LESSEE shall, at LESSEE'S own expense, make all submissions to, provide all information required by, and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES and School during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the DEMISED PREMISES or School, then LESSEE shall, at LESSEE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. LESSEE shall promptly notify LESSOR of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the School or DEMISED PREMISES, and shall promptly provide LESSOR with all information reasonably requested by LESSOR regarding LESSEE'S use, generation, storage, transportation, or disposal of Hazardous Substances in or at the DEMISED PREMISES or School.

LESSEE shall indemnify LESSOR against any Hazardous Substances Discharge demonstrated to have been caused by LESSEE. The obligations and liability of LESSEE under this paragraph shall survive the expiration, cancellation, or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

LESSEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state,

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local and/or School Board policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. The Parties further agree that this Agreement may be modified by the School Board in compliance therewith.

XXXIII.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases, and to all financing that may now or hereafter affect the leases, the DEMISED PREMISES or the School, or any portion thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative, and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, LESSEE shall execute promptly any certificate that LESSOR may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. LESSEE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The LESSEE shall keep and maintain public records required by the LESSOR to perform the service. The LESSEE shall keep records to show its compliance with this Agreement. LESSEE'S contractors and subcontractors must make available, upon request of the LESSOR, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the LESSEE or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the LESSOR'S custodian of public records, the LESSEE shall provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The LESSEE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the

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expiration or early termination or cancellation of this Agreement if the LESSEE does not transfer the records to the LESSOR. The LESSEE, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The LESSEE, upon completion of the Agreement, shall transfer, at no cost to the LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records to the LESSOR upon completion of the Agreement, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of the Agreement, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR'S custodian of public records, in a format that is compatible with the information technology systems of the LESSOR.

The LESSEE shall incorporate this provision into every contract that it enters into relating to the DEMISED PREMISES.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXXV.

SIGNAGE

In addition to the signage required in Article VII, LESSEE may erect, at its sole cost and expense, identification signage within the DEMISED PREMISES, subject to the prior written approval of LESSOR, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, and at LESSEE'S expense, LESSEE shall remove from the DEMISED PREMISES or School any signage erected by LESSEE, and restore the area to the same or better condition as existed prior to LESSEE'S installation of the signage.

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XXXVI.

USE OF SCHOOL AND DEMISED PREMISES AS A REVENUE GENERATOR

LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with School Board Policies, relating to the DEMISED PREMISES and School site, including, without limitation, third party advertising, installation of wireless telecommunications facilities and/or other similar endeavors, provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the DEMISED PREMISES.

XXXVII.

LESSEE'S REPRESENTATIONS

A. LESSEE is duly organized, validly existing, and in good standing as a not-for-profit entity under the laws of the State of Florida and is duly qualified to transact business in the State of Florida. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement, and LESSEE shall provide evidence of same to LESSOR prior to the Effective Date of this Agreement and annually thereafter, as required by the LESSOR. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by LESSEE of its obligations under this Agreement, have been duly authorized by all necessary actions of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Articles of Incorporation and By-Laws, or any other agreement binding on LESSEE. The individual(s) executing this Agreement on behalf of LESSEE has/have full authority to do so.

B. LESSEE'S use of the DEMISED PREMISES shall be leasehold in nature, and the LESSOR shall at all times retain Fee Simple ownership of the DEMISED PREMISES and balance of the School site.

XXXVIII.

INTELLECTUAL PROPERTY RIGHTS

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If LESSEE uses any design, device, materials or

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works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

XXXIX

MISCELLANEOUS PROVISIONS

- A. EMINENT DOMAIN: If the DEMISED PREMISES or any part of the School is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Rent will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.
- B. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- D. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR LESSEE'S USE OR OCCUPATION OF THE DEMISED PREMISES.
- E. HEADINGS FOR CONVENIENCE ONLY: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement
- F. BROKERS: LESSEE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE

EXHIBIT 17

("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

- G. PROMOTION: Other than activities undertaken to promote LESSEE'S program, LESSEE shall not be permitted to use the DEMISED PREMISES or School for any type of promotion or advertising.
- H. PUBLICATIONS: Any publication or literature issued by LESSEE announcing its recreational program at the DEMISED PREMISES shall be approved by the LESSOR, or its designee, prior to issuance or publication of same.
- I. USE APPROVALS: LESSEE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, use approvals, certificates or approvals needed, if any, for the operation of LESSEE'S recreational program(s) on the DEMISED PREMISES, prior to commencement of the Agreement.
- J. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- K. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES or School is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the LESSEE, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement for

EXHIBIT 17

cause, as outlined in Article XVII of this Agreement. Payment of any taxes so imposed shall be remitted to the LESSOR within ten (10) days of receipt of notice, without demand.

- L. **REGULATORY AUTHORITY:** It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall in no way be estopped from withholding or refusing to issue any approvals of applications under present or future laws and regulations of whatever nature applicable to the LESSEE or be liable for the same. Furthermore, the School Board or the School District shall not, by virtue of this Agreement be obligated to grant any approvals of applications under present or future laws of whatever nature applicable to the foregoing.
- M. **SOVEREIGN IMMUNITY:** No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.
- N. **RECORDATION:** This Agreement shall not be recorded, in any form, by either Party.

XL.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by LESSOR and LESSEE.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 17

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

WITNESSES AS TO LESSOR:

LESSOR:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Name: _____ Print

By: _____
Alberto M. Carvalho
Superintendent of Schools

Name: _____ Print

Date: _____

**TO THE LESSOR: APPROVED AS TO RISK
MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

RECOMMENDED:

Risk and Benefits Officer
Date: _____

Jaime G. Torrens
Deputy Superintendent
Date: _____

**TO THE LESSOR:
APPROVED AS TO TREASURY
MANAGEMENT ISSUES**
Office of Treasury Management

**TO THE LESSOR: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

Treasurer
Date: _____

School Board Attorney
Date: _____

EXHIBIT 17

WITNESSES AS TO LESSEE:

Name: _____ Print

Name: _____ Print

LESSEE:

By: _____

Date: _____

**TO THE LESSEE: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

Attorney

Date: _____

RFP-21-016-E

EXHIBIT 18 – BID OPENING INSTRUCTIONS

RFP-21-016-VF
COMMERCIAL LEASING OF PLAYFIELD FACILITIES AT GLADES
MIDDLE SCHOOL

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, November 11, 2021 at the MDCPS School Administration Building located at 1450 NE 2nd Ave, Miami, FL 33132, in a main sealed envelope or container (box), and via the e-bidding platform DemandStar.**

For submittal requirements or instructions, please refer to Section 6 of this RFP.

INSTRUCTIONS: Bidders can drop off their bids in the bid box at the 2nd Avenue entrance to the MDCPS School Board Administration Building. Bidders should place security badge on the outside of their bid submissions. A picture ID is required to enter the premises.

The bid opening will take place virtually at 2:00pm via zoom.

Thursday, November 11, 2021 EST 2:00pm via Zoom

Meeting ID: 963 8325 8347

Passcode: 978824

One tap mobile

+16468769923,,96383258347# US (New York)

+13017158592,,96383258347# US (Germantown)

SPECIAL INSTRUCTIONS: Proposers are required to practice social distancing guidelines when visiting the MDCPS School Board Administration Building or any other MDCPS site.

- ❖ Proposers will not be allowed on site without a face mask.
- ❖ Proposers will not be allowed to congregate.
- ❖ Proposers must stay 6 feet apart from others.
- ❖ Please only have 1 representative from your firm drop off the bid.

Should you have any trouble locating the site please call (305) 995-4288.

Exhibit 19 –DEMANDSTAR REGISTRATION INSTRUCTIONS

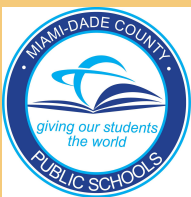
To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to:
<https://www.demandstar.com/app/registration>.
2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent for you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

Exhibit 20 - Site Plan of Glades Middle School showing the available area(s) for lease

Exhibit 20

LOCATION MAP



Miami-Dade County Public Schools

Glades Middle School

Department of
Planning,
Design and
Sustainability

