Jackson HEALTH SYSTEM
PUBLIC HEALTH TRUST
Miracles made daily.

Real Estate Services
1611 NW 12th Ave
Miami, FL 33136

www.JacksonHealth.org
jhs-realestate@jhsmiami.org

PARKING LEASING OPPORTUNITY
HEADSTART LOT

Solicitation No.: **2611-ITB-01**

This Solicitation seeks bids for HeadStart Lot located at 801 Northwest 17th Avenue, Miami, Florida. The property is within the Miami-Dade Health District, which is home to Jackson Memorial Hospital, University of Miami Hospital, the Veteran's Affairs Medical Center, among other prominent organizations.

SCHEDULE

Invitation Release: **10:00AM EST**
November 20, 2026

Response Due Date: **03:00PM EST**
December 4, 2026

Contact Person:

Leylah Novela, Project Coordinator
leylah.novela@jhsmiami.org
Phone: (786) 708-1782
Office: (305) 585-6776

1611 NW 12th Avenue
Miami, Florida 33136

Solicitation Website:
https://jacksonhealth.org/real-estate-services/

TABLE OF CONTENTS

Invitation to Bid.....Page 02
Instructions.....Page 04
General Information.....Page 06

Attachments
Illustrations.....Attachment 1
The Lease Agreement.....Attachment 2
Forms.....Attachment 3

NOTICE: This page does not form a part of the Solicitation. It has been prepared for your convenience only. The contents of the Solicitation will govern over any conflict you may find on this page.

Definitions

Any word contained in this Solicitation shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. More specifically, however, for purposes of this Solicitation, the following words shall have the meanings ascribed to them below:

"Bidder" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, or other entity submitting a Response to this Solicitation; except when such term is used in the description of the several obligations of the executed Lease which, and in such event, shall mean the selected Bidder as tenant.

"Board" shall mean the Board of Trustees of the Public Health Trust of Miami-Dade County, Florida, or any successor governing body of the Trust.

"Contact Person" shall mean that certain person responsible for communications between the Bidder and the Trust, and other duties as may be further required by this Solicitation.

"County Code" shall mean the Code of Miami-Dade County, Florida.

"County" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, its agencies and instrumentalities, acting through its Board of County Commissioners, County Mayor and as otherwise authorized by law.

"Lease" shall mean that certain lease agreement between the Trust, as landlord, and the selected Bidder, as tenant, in substantially the form of "Attachment 2," attached hereto and made a part hereof.

"Premises" shall mean the HeadStart Lot available for lease pursuant to this Solicitation.

"Chief Executive Officer" shall mean the Chief Executive Officer of the Trust, or his/her designee.

"Response Due Date" shall mean that certain date all responses to this Solicitation shall be due.

"Response" shall mean any proposal, bid, or other response, and all other documents in support thereof, submitted to the Trust pursuant to the requirements of this Solicitation.

"Solicitation" shall mean this document, and any amendment, addendum, or subsequent release document related thereto.

"Trust" shall mean the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of the County.

Description & Scope of Invitation

This is an invitation to bid; not a request for proposals. The Trust seeks bids for the lease of one (1) property in the Health District. The Premises is publicly offered with the goal of attracting strong and viable tenants.

The Premises
See Attachment 1

Location

Facility	Address	Parking Spaces
HeadStart Lot	1801 NW 17th Ave	±20

General Description
35,000 square foot lot

Lease Terms
See Attachment 2

Terms and Options (expressed in rental years; see Lease for definition)

Facility	Initial Term	Renewal Option	Total
HeadStart Lot	Two (2) years	Two (2) renewal options for one (1) year each	Four (4) years

Annual Base Rent

Minimum Bid
$12,000
Per year

The Trust seeks a minimum annual base rent as listed above. The Bidder may adjust this minimum by entering a higher amount on its rent calculation statement.

Permitted Use
The use of Premises shall be for the parking of vehicles, machinery, and other equipment to be approved by the Trust in writing.

Prohibited Use
No other uses beyond the above Permitted Use may be proposed.

Insurance and Indemnification
The Bidder must indemnify the Trust and keep in effect all insurance coverage, as required by the Lease.

Assignments and Subleases
The Bidder may not sublease or assign the Lease without the Trust's prior written approval or upon pre-approved conditions in the Lease.

Tenant Maintenance
The Bidder must maintain and keep the Premises in good condition and appearance in accordance with local code requirements throughout the term of the Lease.

Important Dates, Events & Addresses

Note the following important dates and events related to this Solicitation.

Release of Solicitation	Date: Friday, November 20, 2026 Time: 10:00AM EST Location: https://jacksonhealth.org/real-estate-services/	
Response Deadline	Date: Friday, December 4, 2026 Time: 03:00PM EST Location: 1400 NW North River Drive, Suite 500, Miami, FL 33124 Attn: Real Estate Services	The Trust must receive Responses no later than this date and time. The Trust is not responsible for delays which may be caused by the United States Postal Service or any other occurrence.

Restrictions on this Solicitation

The Bidder may not submit a Response if any one of the following applies to it.

The Bidder is a Convicted Vendor	Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not: (a) submit a proposal or bid for a contract to provide any goods or services to a public entity; (b) submit a proposal or bid on a contract with a public entity for the construction or repair of a public building or public work; (c) submit proposals or bids on leases of real property to a public entity; (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (e) transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
The Bidder is in Arrears to the Trust or the County	Pursuant to Section 2-8.1 of the County Code, no individual or entity who is in arrears under any individual contract, final non-appealable judgment, or lien with the County, or any of its agencies or instrumentalities (which includes the Trust), in an amount which exceeds $25,000 for greater than 180 days, shall be allowed to receive any additional Trust contracts, purchase orders or extensions of Trust contracts until either the arrearage has been paid in full or the County or the Trust has agreed in writing to a repayment schedule. Notwithstanding the above, the Trust may enter into or extend a contract or business transaction with any individuals or entities who are not current in their obligations to the County or the Trust when the Trust determines it to be in the best interest of the Trust. Such action shall be subject to ratification by the Board of Trustees. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County or the Trust. All contracts, business transactions and renewals thereof with the County or the Trust to which this subsection applies, shall require the individual or entity seeking to transact business with the Trust to verify by affidavit that the individual or entity is current in its obligations to the County and the Trust and is not otherwise in default of any County or Trust contract. Any contract or transaction entered into in violation of this subsection shall be voidable.

The Bidder Fails to Disclose its Status as a Convicted Felon	Section 2-8.6 of the County Code provides that "[a]ny individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the Trust."
Bankruptcy & Insolvency	The Bidder is not eligible for award if at the time it submits its Response, during the evaluation process, and during the period five (5) years prior, it is (was) involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of its property under federal bankruptcy law or any state insolvency law.

Selection Criteria & Process

The Bidder with the greatest financial return (*defined below*) among all responsive and responsible Bidders will be awarded the Lease.

Is the Response "Responsive"?	A Response to this Solicitation is considered "responsive" when, as submitted, it conforms in all material respects to the requirements of this Solicitation and other terms, conditions, rules, and laws governing the Response. The Trust determines whether a Response is responsive.
Is the Bidder "Responsible"?	A Bidder is "responsible" when its Response, as submitted, demonstrates the Bidder's capability in all respects to fully perform the requirements of the Lease, and its integrity and reliability which will assure good faith performance. The Trust determines whether a Bidder is responsible.
Financial Return	The sole indicator used to determine financial return is as follows: 1. <u>Annual Base Rent</u> The cumulative proposed Annual Base Rent for the initial term and renewal options of the Lease.
Lease Execution	The highest responsive and responsible Bidder will be required to execute the Lease after receiving notice from the Trust that the Chief Executive Officer will recommend to the Board the award of the Lease to such selected Bidder. The Lease does not become effective and binding without having first been approved by the Board and signed by the Chief Executive Officer.

What to Include in the Response

A Response will be considered "not-responsive" for failure to comply with these instructions.

All Forms	The Bidder must sign and submit with its Response all forms included with this Solicitation. If a form does not apply, the Bidder must indicate the form's inapplicability, sign the form, and include it with the Response. The required forms are as follows: (a) Uniform Bidder Information Statement (b) Rent Calculation Statement (c) Statement of Authorized Representatives (d) Florida Public Entity Crimes Affidavit (e) Form W-9 Taxpayer Identification Number & Certification

How to Submit the Response

A Response will be considered "not-responsive" for failure to comply with these instructions.

Proper Submission of Responses	Submit a complete Response as follows: one (1) original hardcopy to 1400 NW North River Drive, Suite 500 Miami, FL 33125 Attention: Real Estate Services Submit the Response documents in a sealed envelope. Include on the outside of the envelope: (i) the Bidder's name, (ii) address, (iii) telephone number, (iv) the title of this Solicitation, (v) the number of this Solicitation, and (vi) the response due date. It is the Bidder's responsibility to ensure that any delivery service it may use complies with these delivery and labeling requirements.

Communication with the Trust

Questions or requests for additional information related to this Solicitation may be submitted at any time before the deadline. Communications with the Trust are subject to the Cone of Silence.

Contact Person	The contact person has been specially designated to manage communications related to this Solicitation. Do not send questions or requests to any other person, unless required by this Solicitation. Questions may be submitted via electronic mail. **Contact Person** Leylah Novela, Project Coordinator **Electronic Mail** leylah.novela@jhsmiami.org
Copy to the Secretary to the Board of Trustees	Send a copy of the communication to the Secretary to the Board of Trustees to comply with the requirements of the Cone of Silence. **Secretary to the Board of Trustees** Lourdes Cuevas **Electronic Mail** lcuevas@jhsmiami.org

General Terms and Conditions

These general terms and conditions apply to all offers made to the Trust by all prospective respondents in response to solicitations issued by the Trust.

Contact with the Trust	Bidders are advised that from the date of release of this Solicitation until award of the contract, no contact with Trust personnel related to this Solicitation is permitted, except as authorized by the Contact Person. Any such unauthorized contact shall not be used as a basis for responding to this Solicitation and may also result in the disqualification of the Bidder's submission.

Modifications & Withdrawal of Responses	Responses may be modified or withdrawn from consideration at any time prior to the Response Due Date. A Response may be withdrawn only by written letter received by the Contact Person. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder. Withdrawal prior to the Response Due Date shall not preclude the submission of another timely Response. Following the Response Due Date, all Reponses shall be considered an offer and may not be withdrawn for a period of 30 calendar days (including holidays) following the Response Due Date.
Late Responses	Responses received after the Response Due Date and time are late and will not be considered.
Costs & Expenses	All expenses incurred in the preparation and submission of Responses to the Trust, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by the Trust.
Errors	Stenographic, clerical, or similar errors in this Solicitation are subject to correction by the Trust without distribution of a solicitation amendment.
Award of Lease Agreement	The Solicitation, Lease and any addendum or amendment issued constitute the entire agreement, unless modified in accordance with the Lease. The award of the Lease may be preconditioned on the subsequent submission of other documents as specified in this Solicitation. The Bidder shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the Trust. Where the Bidder is in default of these contractual requirements, the Trust, through action taken by Real Estate Services, may void its acceptance of the Response and may accept the response from the next highest responsible and responsive Bidder or re-issue this Solicitation.
Ownership of Responses	Once submitted, Responses become the property of the Trust and shall not be returned.
Proprietary Information & Public Records	Bidders are hereby notified that all information submitted as part of, or in support of Responses will be available for public inspection after opening of Responses, in compliance with Chapter 286, Florida Statutes, popularly known as the "Government in the Sunshine Law," and Chapter 119 of the Florida Statues, popularly known as the "Public Records Act." The Bidder shall not submit any information in response to this Solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Trust in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Trust in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Response as protected or confidential, the Trust shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Response. The redaction or return of information pursuant to this clause may render a Response not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the Trust.

Contractual & Other Legal Obligations	Bidders shall comply with all laws and regulations applicable to the services contemplated herein. Bidders are presumed to be familiar with all Federal, State and Local laws, ordinances, codes and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other Local, State and Federal directives, ordinances, rules, orders and laws relating to persons with disabilities.
Conflict of Interest	The Bidder shall be familiar and comply with all applicable conflict of interest legal requirements, including the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1, Code of Miami-Dade County, as made applicable to the Trust by Section 25A-3c, Code of Miami-Dade County, and Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The Trust will not contract or transact business with a Bidder, and any contract with a Bidder shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the Trust does not waive it. If a conflict of interest can be waived, the Trust shall have the sole authority to waive the conflict.
Postponement & Cancellation	The Trust may, in is sole and absolute discretion, reject any and all, or parts of any and all Responses; re-advertise, postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Responses received.
De Facto Rule, Regulations, Governing Provisions	If this Solicitation or the rules, regulations and procedures contained herein fail to address or guide the resolution to an issue arising out of this Solicitation, then the parties thereto shall seek the guidance of the Trust's procurement rules in existence at the time.
Maximum Responses	No Bidder shall submit more than one (1) Response for this Solicitation. The submission of more than one Response under different names by any entity or individual, or an ownership interest in more than one Bidder by any entity or individual (excepting any entity or individual with a non-controlling ownership interest or a sublease relationship in each Bidder in which it has an interest) shall be cause for rejection of all such Responses without consideration. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses, or subleases.
Tied Responses	In the event of tied Responses, the Solicitation shall be re-issued amongst the Bidders with the tied Responses, provided further that such Bidders are equally the highest responsible, and such Responses are equally the highest responsive.
Captions & Headings	The captions and headings in this Solicitation are for convenience only and are not a part of this Solicitation and do not in any way define, limit, describe or amplify the terms and provisions of this Solicitation or the scope or intent thereof.
Disclaimer	The Trust makes no representation or warranty as to the information supplied in this Solicitation or the type of use or development permitted at the Premises.

Cone of Silence

Pursuant to Section 2-11.1(t) of the County Code, as amended, a "Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertisement and terminates at the time Trust staff issues a written "Intent to Award" recommendation to the Board of Trustees. The Cone of Silence prohibits any communication regarding RFP, RFQ or bids between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and the Trust's professional staff including, but not limited to, the Chief Executive Officer and the Chief Executive Officer's staff, the Trustees and their respective staffs;
- The Trustees or their respective staffs and any member of the Trust's professional staff including, but not limited to, the Chief Executive Officer and the Chief Executive Officer's staff; and
- Potential vendors, services providers, bidders, lobbyists or consultants, any member of the Trust's professional staff, the Trustees or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with the Lease Manager or the Associate Vice President of Real Estate Services, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- Oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Public Health Trust Board of Trustees or one of its committees during any duly noticed public meeting;
- Communications in writing at any time with any Trust employee, official or member of the Board of Trustees unless specifically prohibited by the applicable RFP, RFQ or bid documents; or
- Communications with the County Attorney's Office.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants must file a copy of written communications with the Secretary to the Board of Trustees, which shall be made available to any person upon request. Written communications may be in the form of a letter or email.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder and Bidder shall render any award, award or bid award voidable. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Bidders should reference the Section 2-11.1(t) of the County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 and Miami-Dade County's website at: http://www.miamidade.gov/dpm/cone-silence-summary.asp for a more complete and thorough description of the Cone of Silence.

All Bidders will be notified in writing when the Chief Executive Officer makes a formal award recommendation to the Board of Trustees or one of its committees.

Protests

Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the Contact Person.

Protest Categories

A protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination. The following two areas will determine your protest category:

a) Intent to protest regarding the terms, specifications, language or requirements contained in a solicitation document, including any amendment or addendum issued hereunder, must be submitted not less than five (5) business days prior to the Response Due Date.

b) Intent to protest regarding recommendation for award of a contract, notice of unacceptable proposal or bid or any other action by the Trust or its staff must be submitted within three (3) business days from (i) the posting of a notice of award by the Trust; (ii) the receipt of a notice from the Trust; or (iii) if there is no posting or receipt of notice, the date of the event giving rise to the protest.

Required Contents

The written intent to protest must include the following items:

a) The name and address of the protester;

b) Appropriate identification of the procurement or contract;

c) A statement of the reasons for the protest; and

d) All supporting exhibits, evidence or documents to substantiate the claim.

Should the protester request any public records during the protest period, the protester may utilize those public records as evidence.

Filing Fees

As a condition of initiating any protest, the protester shall include with the intent to protest, a filing fee payable to the Trust in accordance with the following schedule; the protester will have the choice of asking for an independent hearing officer or having the protest heard and settled by an individual appointed by the Trust.

Estimated Contract Amount	Filing Fee
$10,000 - $100,000 **without** independent hearing officer	$500.00
$100,001 - $250,000 **without** independent hearing officer	$1,000.00
$250,001 - $1,000,000 **without** independent hearing officer	$2,000.00
$250,001 - $1,000,000 **with** independent hearing officer	$5,000.00
Over $1,000,000 **with** independent hearing officer	$10,000.00

*The estimated contract amount equals the total amount of the bid or proposal submitted by the protester. If no contract price was submitted, the Trust will notify the protester of the estimated contract amount and fee required for initiating the protest.
The filing fee shall be in the form of a cashier's check, certified check, official bank check or money order payable to the Public Health Trust of Miami-Dade County, Florida. If the protest is resolved or decided in the appellant's favor, the bid protest fee shall be refunded. Should a protest be resolved by mutual agreement, the filing fee shall be refunded.

County-certified micro business enterprises, small business enterprise or community small business enterprise firms are exempt from bid filing fees for estimated contracts of $250,000 or less; for contracts over $250,000 in which an independent examiner is requested, County-certified micro business enterprises, small business enterprise or community small business enterprise firms will be given a discount of fifty (50%) percent on their filing fee.

Stay of Process	In the event of a timely protest, the Trust shall not proceed further with the solicitation or award of the contract until the appointee of the Trust, after consultation with the County Attorney, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the Trust. The appointee may, in the best interests of the Trust, continue or resume the Bid process during the administration of a bid protest and appeal, provided the appointee records in writing the basis for doing so. All costs accruing from a protest shall be assumed by the protester.

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Lobbying

The following rules have been adopted by the Commission on Ethics and the Trust to implement the current lobbyist registration requirements of the Conflict of Interest and Code of Ethics Ordinance.

Purpose and Scope of Lobbying Rules

The following rules delineate the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. As used in this Section, for matters related to contracting with the Public Health Trust, "County" means the Public Health Trust, "Board of County Commissioners" and "County Commission" means the Financial Recovery Board of the Public Health Trust and "County Manager" means the Chief Executive Officer of the Public Health Trust. All references to "Clerk" mean the Clerk of Miami-Dade County.

Definition of "Lobbyist"

A lobbyist is any person, firm or corporation employed or retained by a principal that seeks to encourage the passage, defeat or modification of 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision, or recommendation of the County Manager or any County board or committee; or 3) any action, decision, or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee. "Lobbyist" specifically includes the principal as well as any employee whose normal scope of employment includes lobbying activities.

Exclusions

A. Attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communication. A quasi-judicial proceeding is a hearing before a County or municipal commission or board where the rights of particular persons or entities are determined and for which prior notice, the opportunity to be heard and the introduction and evaluation of evidence are required (e.g. Value Adjustment Board, Community Zoning Appeals Board, Equal Opportunity Board).

B. Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings. An expert witness is a person duly and regularly engaged in the practice of a profession who holds a professional degree from a university or college and special training or experience, or a person who is possessed of special knowledge or skill about the subject.

C. A representative of a neighborhood association who appears without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item. A neighborhood association is an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.

D. A representative of a not-for-profit community-based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance. A community-based organization is a not-for-profit association or corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes.

E. Employees of a principal whose normal scope of employment does not include lobbying activities.

Examples of Lobbying Activities

Lobbying Activities include but are not limited to:

A. Meetings or communication with elected officials or staff regarding a particular solicitation or product (i.e. time frames for the solicitation, specifications, qualifications, etc.);

B. Meetings or communication with elected officials or staff to discuss issues regarding a prior or ongoing solicitation or contract when a resolution of the matter may require approval of the Board of County

Commissioners, the County Manager and his or her designee or a County board or committee;

C. Meetings or communication with elected officials or staff regarding any matter where the lobbyist is seeking to influence a decision or recommendation of staff on any matter that will require action or decision by the Board of County Commissioners, the County Manager or any County board or committee; or

D. Meetings or communication with elected officials or staff regarding policy matters that may foreseeable before the Board of County Commissioners, the County Manager or any County board or committee.

Examples of Activities Not Constituting Lobbying

Activities that do not constitute lobbying include but are not limited to the following:

A. Requests for information about procedures, forms, budgets or other requirements on behalf of another;

B. Appearances at meetings or communications with staff or an elected official at the department or elected official's request or a description of materials or services available in response to a departmental request;

C. Advices or services communicated to a department or an elected official which arise out of an existing contractual obligation to the county or municipality; or

D. Meetings or communication to provide staff or elected officials with general information regarding a firm's background or expertise.

General Registration Requirements

A. Every lobbyist must file an annual registration form with the Clerk at the time of initial registration and on or before January 15th of each year thereafter, along with an annual registration fee of four hundred and ninety dollars ($490.00).

B. Every lobbyist must file a registration form with the Clerk of the Board for each client within five days of being retained by a principal or before conducting any lobbying activities, whichever comes first.

C. The principal must also submit a principal authorization form prior to any lobbying. The principal must identify whether the lobbyist is retained for a particular matter or may lobby on any matter regarding the principal.

D. Every lobbyist must file a Notice of Withdrawal when the representation ends. The lobbyist must file an expenditure statement for the preceding year.

Selection Committee Registration Requirements

A. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on an affidavit provided by the County, all individuals who may make a presentation. The affidavit shall be filed with the Clerk of Board at the time the response is submitted.

B. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least 2 days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

C. All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.

Not for Profit Registration Requirements

A lobbyist for a not-for-profit organization (unless lobbying for a community-based organization seeking grant funds) must register and file the required expenditure form. Upon request, the Clerk of the Board may waive the applicable registration fees.

Expenditure Reports

A. All registered lobbyists must file an expenditure report with the Clerk of the Board by July 1st of each year. The date of filing is the date that the report is received by the Clerk's office.

B. A lobbyist must file a report for every principal and must list all expenditures in excess of twenty-five dollars ($25.00) for the preceding calendar year. The form must be filed even if the lobbyist did not make any expenditure during the prior year.

Expenditure Categories

The lobbyist must report expenditures in the following categories: communications, entertainment, food and beverages, lodging, media advertising, publications and other. The information covered in each category is:

A. "Communications" means dissemination of information, including but not limited to the following means: audio-visual materials, signs, placards, buttons, promotional materials, or other display materials; together with any associated production services. This category does not include media advertising, publications or research.

B. "Entertainment" means amusement or recreation including but not limited to sporting, hunting, fishing, theatrical, artistic, cultural and musical activities or events.

C. "Food and Beverages" means meals, snacks or edible substances or liquids for drinking including services associated therewith.

D. "Lodging" means sleeping or living accommodations for an individual for one or more nights.

E. "Media advertising" means newspaper and magazine advertising, radio and television advertising and outdoor advertising including production services and copyrighting services.

F. "Other" means any item or service which is not included in one of the specified categories; this category does not include any item or service which is not required by law to be reported.

G. "Publications" means mass-produced, printed materials including but not limited to magazines, newsletters, brochures or pamphlets, which expressly encourage to communicate with agency officials or employees or to influence an agency with respect to a decision of the agency in the area of policy or contracting or which are designed to communicate with agency officials or employees.

H. "Research" means obtaining information relating to a specific policy issue or contracting matter regardless of the form or medium in which such information is provided including but not limited to surveys, information services, periodicals and consultants or consultant services to gather data or statistics.

I. "Special Events" means large scale functions, including but not limited to receptions, banquets, dinners or fairs to which more than 250 persons are invited and for which the expenditures associated with hosting the function are negotiated with a catering service or facility at a single, set price or which include multiple expenditure categories.

J. "Travel" means transporting an individual from, one place to another, regardless of the means used.

Certain items such as communications, publications and research are office expenses if performed by the lobbyist or principal or their employees. If those functions are performed by independent contractors, other than the lobbyist or principal or an affiliate controlled by the principal, they are reportable under the appropriate expenditure category.
If an expense is incurred for a business purpose unrelated to lobbying and the product of that expense is later used for a lobbying purpose, the expenditure does not have to be reported.

Penalties for Late Filing

A late fee of fifty ($50.00) dollars per day per report will automatically be assessed for any report filed after the due date. All fines must be paid to the Clerk of the Board of County Commissioners.
The Clerk of the Board of County Commissioners will notify all lobbyists who have failed to file by July 15th of each year that they are not in compliance with the ordinance and of the current fines assessed against the lobbyist.

A lobbyist is automatically suspended and may not lobby any employee, elected official or before any County board (including the Board of County Commissioners) if the lobbyist has not filed an expenditure report by September 1st of each year.
The Clerk of the Board of County Commissioners must provide the Ethics Commission with a report listing all lobbyists who have either failed to file disclosure reports or pay assessed fines by October 1rst of each calendar year. The Ethics Commission will provide the list to the Commission Advocate who may initiate complaint proceedings against any lobbyist for failure to file an expenditure report and/or pay assessed fines.

Appeals
Any lobbyist may appeal a fine and request a hearing before the Ethics Commission by filing an appeal with the Ethics Commission within fifteen (15) days receipt of the Notice of Violation. Late fees will continue to accrue after an appeal unless the required forms are filed.
The lobbyist must mail or fax a letter to the Executive Director of the Ethics Commission stating the reasons for the appeal. The lobbyist must include in his or her notice of appeal any request for a hearing before the Ethics Commission. The lobbyist must attach any documentation or evidence for consideration by the Ethics Commission in making a determination on the appeal at the time the notice of appeal is filed.
The Ethics Commission may delegate determinations of appeals without a request for hearing to Commission staff. The staff may have the authority to waive fines in whole or part for good cause shown. Any determinations by staff must be ratified by the Ethics Commission or a committee appointed by the Chair.
A hearing on an appeal under this Ordinance may be heard by a committee appointed by the Chair or the Ethics Commission as a whole. The Ethics Commission may waive any fines, in whole or part, for good cause shown.

Contingency Fees
After May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: (1) any ordinance, resolution, action or decision of the County Commission; (2) any action, decision or recommendation of the County Manager or any County board or committee; or (3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

Departmental Responsibilities
All departments and agencies must maintain a visitor log for anyone seeking to do business with the department or agency or seeking administrative action from the department or agency. The log should include information regarding the name of the visitor, the staff person or persons visited and the purpose of the visit (i.e., name of matter or agenda item number). All elected officials, board members and employees shall be diligent to ascertain whether persons appearing before them have registered as lobbyists. County personnel may check on a lobbyist's status through the lobbyist registration section of the Miami-Dade website or by calling the Clerk of the Board of County Commissioners. Elected officials, board members and employees may not knowingly permit a person who is not registered to lobby them regarding an issue.

Penalties for Lobbying Violations
The Ethics Commission may prohibit any lobbyist who commits a lobbying violation from lobbying before the Board of County Commissioners or any committee, board or personnel of the Miami-Dade County for a period of:
1) ninety (90) days following determination of the first violation;
2) one (1) year following determination of the second violation; and
3) five (5) years from determination of the third violation.

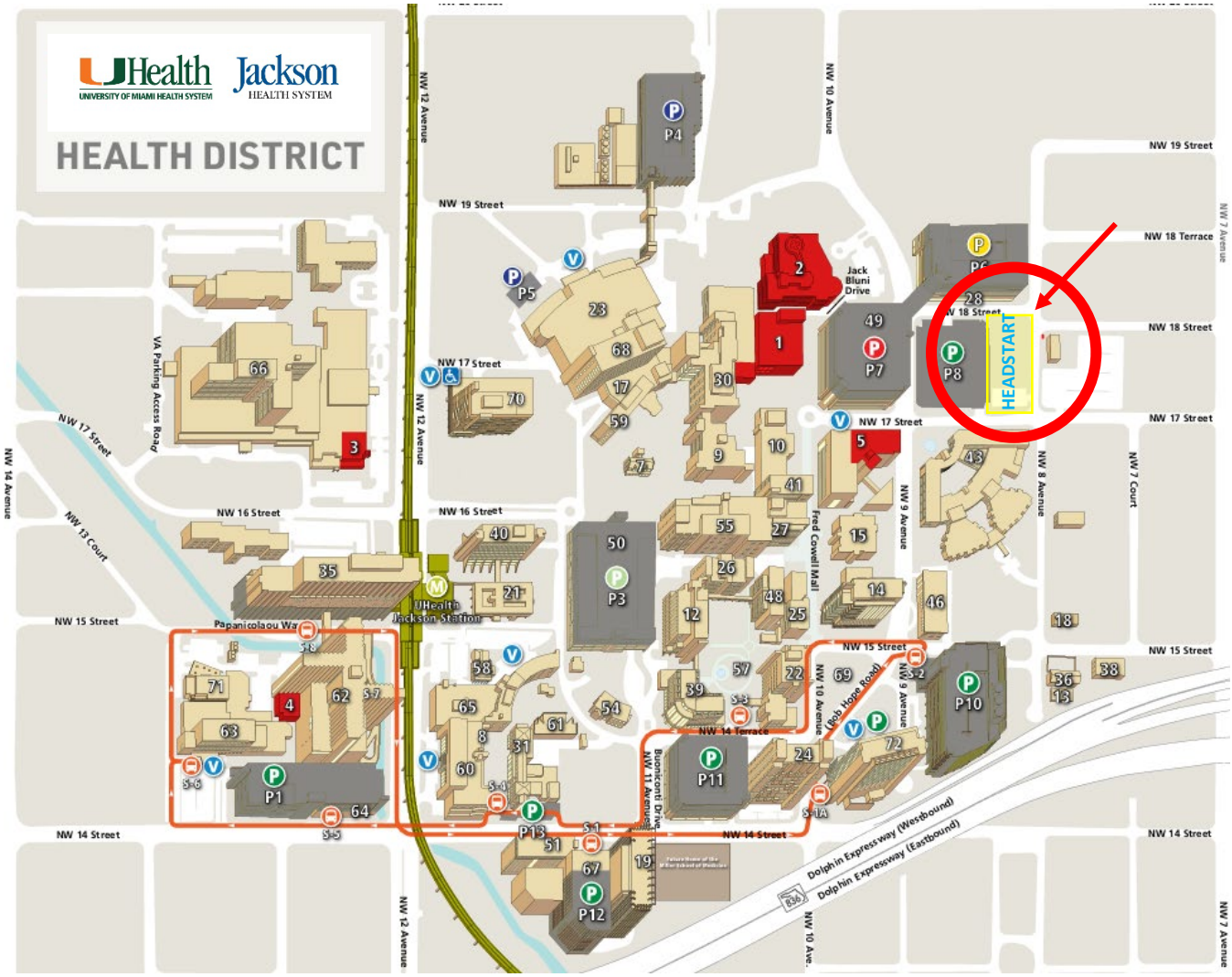
Any lobbyist who commits a lobbying violation is also subject to a two hundred and fifty ($250.00) Dollar fine for the first violation and a five hundred ($500.00) dollar fine for the second violation.
The County Manager or the Board of County Commissioners may void any contract where a lobbying violation has occurred.

For more information, please review Miami-Dade County Ethics Commission website at:
http://www.miamidade.gov/ethics/.

Attachment 1

Aerial Map
Property Information Sheet

Aerial Map


UHealth
UNIVERSITY OF MIAMI HEALTH SYSTEM
Jackson
HEALTH SYSTEM
HEALTH DISTRICT
HEADSTART
NW 12 Avenue
NW 10 Avenue
NW 19 Street
NW 18 Terrace
NW 18 Street
NW 17 Street
NW 16 Street
NW 15 Street
NW 14 Street
NW 14 Terrace
NW 7 Avenue
NW 8 Avenue
NW 9 Avenue
NW 7 Court
NW 14 Avenue
NW 13 Court
VA Parking Access Road
Jack Bluni Drive
Fred Cowell Mall
Rob Hope Road
Buoniconti Drive
NW 11 Avenue
Papanicolaou Way
UHealth Jackson Station
Dolphin Expressway (Westbound)
Dolphin Expressway (Eastbound)
836
P1
P3
P4
P5
P6
P7
P8
P10
P11
P12
P13

Tomas Regalado
Property Appraiser of Miami-Dade County

PROPERTY INFORMATION

Folio: 01-3135-054-0020

Property Address	801 NW 17 ST
Lot Size	35,284 Sq.Ft

FULL LEGAL DESCRIPTION

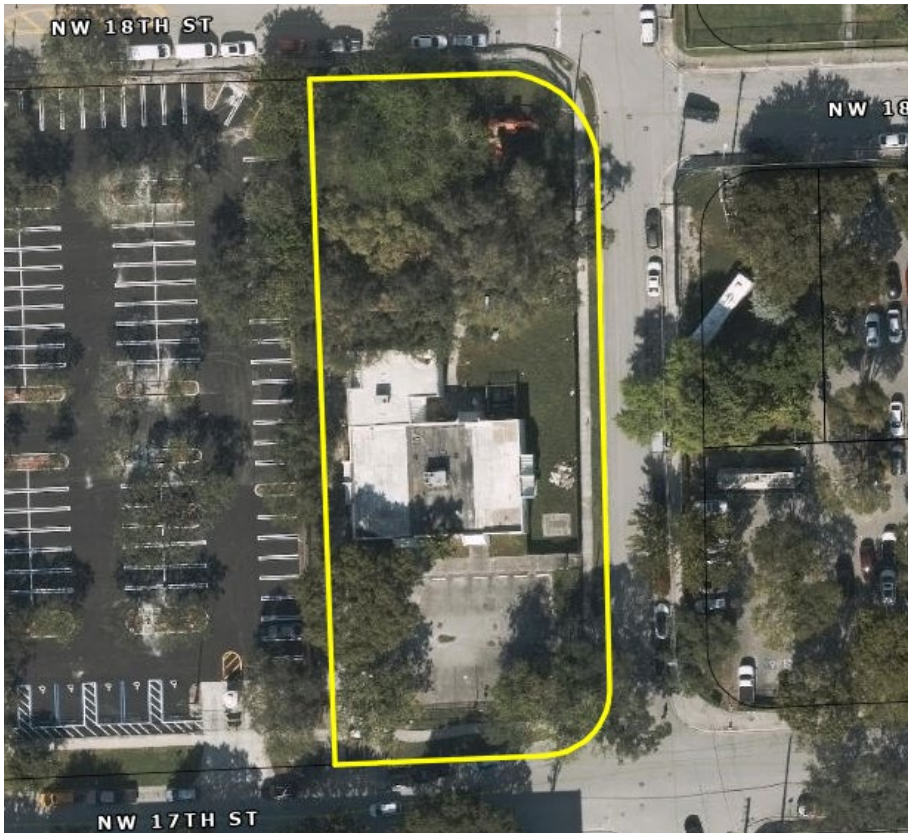
35 53 41 0.81 AC M/L

JACKSON MEMORIAL HOSPITAL

REDEVELOPMENT SUB NO 1 PB 100-29

TRACT 'B'

LOT SIZE 35284 SQ FT



Attachment 2

Lease Agreement

How to Read the Lease Agreement

The following document is the Trust's form lease agreement. It has been included in, and forms a part of, the Solicitation. For convenience, the Solicitation contains a summary of certain terms contained in this Lease; but this Lease, as written, will govern the actual application of such terms.

Read the Lease in its entirety. All Responses submitted are considered to have been prepared in light of the terms contained in this Lease, unmodified.

Conditional Language
Not all terms of the Lease will be included in its executed version. Highlighted terms denote language that, if proposed in the Response or required by the Trust, will be included in the executed version.

Lease Modifications
Any change to the Lease submitted with the Response will be viewed as a suggestion only, and the Trust reserves the right to adopt such suggestions or to make modifications to the Lease, at any time, for any reason it may deem appropriate and in its best interest.

LEASE AGREEMENT
SURFACE PARKING

This LEASE AGREEMENT: ("Agreement") is entered into as of the Effective Date, by and between the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Trust") and ("Tenant" and, together with the Trust, the "Parties").

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: REFERENCES

1.1 TENANT	**1.1.1 FULL NAME**	
	1.1.2 FORM OF ENTITY	
	1.1.3 STATE OF FORMATION	
1.2 PREMISES	**1.2.1 PROPERTY**	1801 NW 17th Ave, Miami, FL 33136
	1.2.2 PREMISES	See Exhibit A
	1.2.3 PERMITTED USE	The parking of vehicles, machinery, and other equipment to be approved by the Trust in writing.
	1.2.4 PROHIBITED USE	Any other use not listed in Section 1.2.3
1.3 TERM	**1.3.1 TERM**	Two (2) years from the Effective Date.
	1.3.2 RENEWAL OPTIONS	Two options of one (1) year each.
1.4 RENT	**1.4.1 BASE RENT**	
	1.4.2 SECURITY DEPOSIT	N/A

ARTICLE II: RECITALS, EXHIBITS & DEFINITIONS

2.1 Intentionally deleted.

2.2 "Exhibits" All exhibits attached hereto, are incorporated herein, and form a part of this Agreement.

2.3 "Definitions" Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. More specifically, however, for purposes of this Agreement, the following words shall have the meanings ascribed to them in this Section 2.3.

2.2.1 "Additional Rent" shall mean all those additional sums, charges, or amounts due under this Agreement, whether so labeled or not, and distinct from Basic Rent, and Administrative Rent.

2.2.2 "Administrative Rent" shall mean a sum equal to fifteen (15%) percent of any Additional Rent, where and as expressly applied by any provision herein.

2.2.3 "Agreement" shall have the meaning ascribed to it in the Preamble.

2.2.4 "Base Rent" shall have the sum ascribed to it in Section 1.4.1.

2.2.5 "Casualty" shall have the meaning ascribed to it in Section 9.2.

2.2.6 "County" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, its agencies and instrumentalities.

2.2.7 "Default Rate" shall mean an amount equal to the maximum percentage permitted by law, not to exceed eighteen (18%) percent per annum.

2.2.8 "Effective Date" shall mean the date this Agreement shall have been signed by the Parties, which date shall be so entered and recorded on the signature page.

2.2.9 "Governmental Authority" shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality thereof.

2.2.10 "Hazardous Materials Laws" shall mean all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

2.2.11 "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" under any Hazardous Materials Laws.

2.2.12 "Imposition" shall mean all assessments, fees, charges and levies imposed by a Governmental Authority, including without limitation, franchise fees, excises, impact fees, license and permit fees, levies, charges and taxes (including ad valorem real estate taxes on the land under the Premises and on any improvements, whether installed by the Tenant or by the Trust on the Tenant's behalf), personal property taxes, sales taxes, and fire fees of any kind now or hereafter enacted, whether general or special, ordinary or extraordinary, foreseen or unforeseen, and of which is properly levied against the Premises.

2.2.13 "Indemnitees" shall have the meaning ascribed to it in Section 10.6.

2.2.14 "Insurance Requirements" shall have the meaning ascribed to it in Section 10.1.

2.2.15 "IPSIG" shall have the meaning ascribed to it in Section 12.16.

2.2.16 "Premises" shall mean that portion of the Property, being more particularly described in Section 1.2.2.

2.2.17 "Lease" shall have the meaning ascribed to it in the Preamble.

2.2.18 "Tenant Contractors" shall have the meaning ascribed to it in Section 7.3.

2.2.19 "Tenant Representatives" shall have the meaning ascribed to it in Section 5.4.

2.2.20 "Tenant" shall mean the person or entity described in Section 1.1.1 through 1.1.3.

2.2.21 "Notice Recipient" shall have the meaning ascribed to it in Section 5.4.

2.2.22 "Notifying Party" shall have the meaning ascribed to it in Section 5.4.

2.2.23 "Parties" shall mean, collectively, the Trust and Tenant.

2.2.24 "Permitted Use" shall have the meaning ascribed to in Section 1.2.3, and no other purpose whatsoever.

2.2.25 "Prohibited Use" shall mean: (a) employing any Permitted Use hereunder outside of the Use Schedule; and (b) as listed in Section 1.2.4.

2.2.26 "Property" shall mean the property and the improvements constructed thereon, being more particularly described in Section 1.2.1.

2.2.27 "Receipt" shall have the meaning ascribed to it in Section 12.1.

2.2.28 "Restricted Entity" shall mean (i) any person, group, entity, or nation named by any executive order of the United States Department of Treasury as a terrorist; (ii) any person, group, entity, or nation listed on the "Specially Designated National and Blocked Person" List, as amended from time to time, published by the Office of Foreign Assets Control; or (iii) other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

2.2.29 "Term" shall have the meaning ascribed to it in Section 3.1.

2.2.30 "Termination Damages" shall have the meaning ascribed to it in Section 8.3.

2.2.31 "Termination Date" shall mean two (2) years from the Effective Date, except where extended pursuant to Section 1.3.2.

2.2.32 "Trust" shall have the meaning ascribed to it in the Preamble.

2.2.33 "Rent" shall have the meaning ascribed to it in Section 6.1.

ARTICLE III: TERM

3.1 Initial Term The term of this Agreement shall commence on the Effective Date and shall terminate, without necessity of notice from either Party, on the Termination Date, unless sooner terminated pursuant to any applicable provision of this Agreement ("Term").

3.2 Intentionally deleted.

3.3 Termination This Agreement shall terminate upon the earlier to occur of: (a) the Termination Date; (b) cancellation or termination at will at any time by either Party upon not less than thirty (30) days advance written notice. Except as may be expressly provided by this Section 3.3, Tenant hereby waives notice to vacate, quit or otherwise terminate its use of the Premises. Tenant hereby agrees that if it fails to vacate, quit or otherwise terminate its use of the Premises at the end of the Term, Tenant shall be liable to the Trust for any and all damages which the Trust shall suffer by reason thereof, and Tenant shall indemnify the Trust against all claims and demands made by any succeeding tenant.

ARTICLE IV: THE LEASE AGREEMENT & PREMISES

4.1 Lease Agreement. The Trust hereby grants to Tenant a lease to exclusively use the Premises for the Permitted Use of the Premises and for no other purpose whatsoever. Additionally, Tenant does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property by virtue of any expenditure of funds in connection with the use of the Premises.

4.2 Condition. Notwithstanding any other provision to the contrary, Tenant has inspected the Premises and accepts the same in its present "as is" and "where is" condition. The Trust makes no representation or warranty of any type or nature whatsoever, express or implied, as to the fitness of the Premises for the Permitted Use or any other particular purpose. Further, Tenant acknowledges that the Premises does not require any modification in connection with its use of the Premises; therefore, the Parties acknowledge and agree that, unless such work is a repair or related to the installation of trade fixtures, Sections 7.3, 10.2 and 10.5 are not applicable to this Agreement; it being further agreed that Tenant is not authorized to perform, or cause to be performed, any alteration, renovation, improvement or other

installation in, on or to any part of the Premises (including, without limitation, any structural alterations, or any cutting or drilling into any part of the Premises unless authorized by the Trust, and if approved, shall be restored to its original condition by Tenant at its sole cost and expense).

4.3 Assignments and Transfers. This Agreement, shall not be assignable or otherwise transferable. Tenant shall not assign, sell, pledge, encumber, dispose of or otherwise transfer its privilege of use.

ARTICLE V: USE AND OTHER OPERATIONS

5.1 Use. Beginning on the Effective Date, Tenant shall operate and use the Premises for the Permitted Use. Without limiting the general prohibition of the foregoing sentence, Tenant covenants not to use, nor suffer the use of, the Premises for any Prohibited Use.

5.2 Maintenance. Tenant, at its sole cost and expense, agrees to maintain and keep the Premises in good condition and appearance in accordance with local code requirements throughout the term of this Agreement, or any extension or renewal thereof, including, but not limited to, all grass, hedges, trees, plants and rubbish which are about the Premises, whether within the fenced area or the surrounding swale. Further, should the Tenant fail to properly maintain the Premises, the Trust may elect to clean, remove any trash or rubbish or otherwise maintain the Premises and shall invoice the Tenant the amount of the cost associated with such maintenance, which cost shall be immediately paid by the Tenant to the Trust.

5.2.1 Security. Tenant shall be solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant at any time and for any reason, believe that security or additional security is needed to protect the Tenant, or any of its invitees, guests, employees, staff, management, or anyone else, and the personal property belonging to any of the foregoing, or the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the County and the Trust are not expected to supply, or otherwise provide, any security staff or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, or any other type of criminal activity, or any other type of incident.

5.3 Intentionally Deleted.

5.4 Hazardous Materials. Tenant hereby agrees that the Tenant and its officers, directors, employees, representatives, agents, contractors, subcontractors, and any other users of the Premises (collectively, "Tenant Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, the Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Tenant or any of the Tenant Representatives of any Hazardous Materials in the Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

Except to the extent that the Tenant, or a Tenant Representative, has contributed (by act or omission) to a hazardous condition, the Trust shall, subject to the limitations of Section 768.28, Florida Statutes, as amended, indemnify, defend and hold the Tenant and all Tenant Representatives harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including without limitation, reasonable attorneys' fees and costs through all levels of appeal) arising out of or in connection with (i) the presence of any Hazardous Material in, on, under or about the Premises prior to the date on which the Tenant first occupied the Premises for its permitted use; (ii) the failure of the Trust or any Trust Representative to comply with Hazardous Materials Laws; and (iii) the use, storage, transportation, generation, disposal, release or discharge of any Hazardous Materials not due to any act or omission of the Tenant or a Tenant Representative (including, without limitation, the Trust or Trust Representative) to, in, on, under, about or from the Premises.

Tenant represents and warrants that Tenant and Tenant Representatives shall at all times during the term of this Agreement be in compliance with all Hazardous Materials Laws. Tenant shall indemnify, defend and hold the Trust, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities, harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees and costs through appeal) arising out of or in connection with any breach of this Section 5.4. This indemnity shall survive the expiration or sooner termination of this Agreement.

Each party hereto (for purposes of this paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) days after Notifying Party first receives or sends the

same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Building or Tenant Representatives' use thereof.

The provisions of this Section 5.4 shall survive the expiration or early termination of this Agreement.

5.5 Permits and Other Approvals. Tenant shall be responsible to securing all necessary permits and other approvals as may be required any Governmental Authority having jurisdiction over the Premises prior to the commencement of any services in the Premises pursuant to this Agreement. The Trust shall cooperate with Tenant in obtaining any permits or approvals required for the Permitted Use.

5.6 Smoke-free Policy. All Trust buildings are smoke-free by State law and County ordinance and by accredited organization requirements. Tenant shall not permit smoking within the Premises.

5.7 Intentionally Deleted.

ARTICLE VI: RENT & IMPOSITIONS

6.1 Rent Payable. Tenant covenants to pay to the Trust for the use of the Premises, the following: (a) Basic Rent; (b) Additional Rent; and (c) Administrative Rent (collectively, "Rent"), without any setoff, deduction, or demand therefor. Any Additional Rent or Administrative Rent which shall become due shall be payable with the next installment of Basic Rent.

6.1.1 Basic Rent. Tenant shall pay the monthly Basic Rent, plus applicable sales tax, in advance of each month of the Term.

6.1.2 Late Charges; Interest. If Tenant shall fail to pay any Rent when the same is due, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of any Rent payment not paid when due to reimburse the Trust for its additional administrative costs. Any Rent which is not paid when the same is due shall bear interest at the Default Rate from the first day due until paid in full.

6.2 Intentionally Deleted.

6.3 Electronic Payments. Tenant agrees to make all payments of Rent electronically, pursuant to the ACH payment instructions attached as "Exhibit B" hereto and made a part hereof.

6.3.1 Partial Payments. Any payment by Tenant or acceptance by the Trust of a lesser amount than shall be due from Tenant to the Trust shall be treated as payment on account. The acceptance by the Trust of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Trust may accept such check without prejudice to any other rights or remedies which the Trust may have against Tenant.

6.4 Intentionally Deleted.

6.5 Payment of Impositions. Tenant shall pay, or cause to be paid, all Impositions before they become delinquent (i.e., before any penalty, fine or interest is added to the amount due, but without any requirement that the amount due be paid by any date which will take advantage of any discounts available for early payment). If by law any Imposition is payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance of the Imposition), Tenant may pay the same (and any accrued interest on the unpaid balance of the Imposition) in installments, but same shall in all event be paid before they become delinquent. The Trust may require Tenant's fixtures and other installations be separately assessed by the Governmental Authority.

6.5.1 Rent Taxes. In addition to the payment of any other tax or Imposition as may be required herein, Tenant shall pay, pursuant to applicable law, any sales, excise and other tax levied, imposed or assessed by a Governmental Authority upon any Rent payment hereunder.

6.5.2 Proof of Payment. Tenant shall provide, or cause to be provided, to the Trust, within thirty (30) days of payment of any tax or Imposition, official receipts of the appropriate Governmental Authority, photocopies thereof or other proof of payment satisfactory to the Trust.

ARTICLE VII: TRADE FIXTURES & OTHER INSTALLATIONS

7.1 Trade Fixtures and Other Installations. All trade fixtures owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term, provided Tenant shall not at such time be in default of any term or covenant of this Agreement, and provided further, that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures. To protect the Trust in the event Tenant defaults hereunder, Tenant hereby grants to the Trust a security interest in all

equipment, trade fixtures, and all personal property belonging to Tenant which are or may be put into the Premises during the Term and all proceeds of the foregoing. Said security interest shall secure all amounts to be paid by Tenant to the Trust hereunder, including all costs of collection and other costs as may be required herein, the relative Administrative Rent and any other indebtedness of Tenant to the Trust. Tenant agrees to sign any financing statement of security agreement requested by the Trust to perfect such security interest. The lien granted hereunder shall be in addition to any lien of the Trust may now or at any time hereafter be provided by law.

7.2 Other Improvements. Tenant shall not make, nor cause to be made, any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any structural alterations, or any cutting or drilling into any part of the Premises) unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at no cost to the Trust, by an architect or other duly qualified person and shall have obtained the Trusts written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials, without interference with or disruption to the operations of the Trust or other occupants of the Property. All such work shall comply with all applicable codes, rules, regulations and ordinances. The written approval of the Trust shall not constitute an opinion or agreement by the Trust that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations. Any improvements, excluding trade fixtures and apparatus, installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of the Trust, shall not be removed from the Premises at any time, unless such removal is consented to in advance by the Trust; and at the expiration, or early termination, of this Agreement, all such improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates, quits or otherwise terminates its use the Premises, and title thereto shall vest solely in the Trust without payment of any nature to Tenant.

7.3 No Liens. No work performed by Tenant pursuant to this Agreement, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of the Trust such that no mechanic's or other lien, or tax, shall be allowed against the estate or estates of the Trust by reason of any consent given by the Trust to Tenant to improve the Premises. Tenant shall place such contractual provisions as the Trust may request in all contracts and subcontracts for any of Tenant's authorized improvements assuring the Trust that no mechanic's liens will be asserted against the Trust's interest or interests in the Premises or the Property. Said contracts and subcontracts shall provide, *inter alia*, the following:

(a) that notwithstanding anything in said contracts or subcontracts to the contrary, Tenant's contractors, subcontractors, suppliers and materialmen (collectively, "Tenant Contractors") will perform the work and furnish the required materials on the sole credit of Tenant;

(b) that no lien for labor or materials will be filed or claimed by Tenant Contractors against the interest or interests of the Trust in the Premises or the Property;

(c) that Tenant Contractors will immediately discharge any such lien filed by any of the Tenant Contractors' suppliers, laborers, materialmen or subcontractors; and

(d) that, Tenant Contractors will indemnify and save the Trust harmless from any and all costs and expenses, including attorneys' fees, suffered or incurred as a result of any such lien undertaken by Tenant Contractors.

Tenant shall promptly pay all persons furnishing labor or materials with respect to any work performed by Tenant or Tenant Contractors on or about the Premises. If any mechanic's or other liens shall at any time be filed against the Premises or the Property by reason of non-payment of taxes, work, labor, services or materials performed or furnished, or alleged to have been regardless of whether any such lien is asserted against the interest or interests of the Trust or Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of the Trust. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after Tenant's Receipt of written notice of the filing thereof and opportunity to cure same, then, in addition to any other right or remedy of the Trust, the Trust may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the Trust, including attorneys' fees incurred by the Trust either in defending against such lien or in procuring the bonding or discharge of such lien, the Administrative Rent relative to such costs, together with interest thereon at the Default Rate, shall be due and payable to the Trust as Additional Rent.

ARTICLE VIII: DEFAULT

8.1 Defaults. Any one or more of the following events shall constitute an "Event of Default:"

8.1.1 The failure of Tenant to pay any Rent or other sum of money within seven (7) days after the same is due hereunder and the continued failure to pay same within 15 days following receipt of written notice thereof from Trust.

8.1.2 The written admission of Tenant or any guarantor of its inability to pay its debts when due.

8.1.3 The making by Tenant or any guarantor of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Agreement shall pass to another by operation of law.

8.1.4 Default by Tenant in the performance or observance of any covenant or agreement contained herein (other than a default involving the payment of money), which default is not cured within thirty (30) days after the Receipt of notice thereof from the Trust, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same; provided further, however, if Tenant shall default in the performance of any such covenant or agreement contained herein two (2) or more times in a twelve (12) month period, then notwithstanding that each of such defaults shall have been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability to cure.

8.1.5 Intentionally Deleted.

8.1.6 The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.

8.2 Remedies. Upon the occurrence of an Event of Default, the Trust, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

8.2.1 Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which it is in Receipt of the Trust's notice thereof, the cost of such performance by the Trust plus the Administrative Rent relative to such costs, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to the Trust upon demand. Notwithstanding the provisions of this Section 8.2.1 and regardless of whether an Event of Default shall have occurred, the Trust may exercise the remedy described in this Section 8.2.1 without any notice to Tenant if the Trust, in his/her good faith judgment, believes the Trust would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

8.2.2 Elect to terminate this Agreement and the right of use created hereby by giving notice of such election to Tenant, and reenter the Premises, without the necessity of legal proceedings, and remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without the Trust being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

8.2.3 With or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant, which is or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment (it being agreed that said property shall at all times be bound with a lien in favor of the Trust and shall be chargeable for all Rents and for the fulfillment of the other covenants and agreements herein contained), and the Trust may sell all or any part thereof at public or private sale. Tenant agrees that five (5) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including reasonable attorneys' fees); second, toward the payment of the Administrative Rent relative to such costs; third, toward the payment of any indebtedness, including without limitation indebtedness for Rent, which may be or may become due from Tenant to the Trust; and fourth, to pay Tenant, on demand, any surplus remaining after all indebtedness of Tenant to the Trust has been fully paid.

8.2.4 Exercise any other legal or equitable right or remedy which it may have. Any costs and expenses incurred by the Trust (including, but not limited to, reasonable attorneys' fees) in enforcing any of its right or remedies under this Agreement shall be deemed to be Additional Rent and shall be paid to the Trust by Tenant upon demand.

8.3 Damages. In the event this Agreement is terminated by the Trust pursuant to Section 8.2, Tenant nevertheless shall remain liable for (a) any Rent and damage which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, without limitation, reasonable attorneys' fees, costs and expenses incurred by the Trust in pursuit of its remedies hereunder (collectively, "Termination Damages"), and (b) additional damages which shall be an amount equal to the Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term, payable in one lump sum on demand and shall bear interest at the Default Rate until paid.

8.3.1 No Limit on Damages. Nothing contained in this Agreement shall limit or prejudice the right of the Trust to prove for and obtain, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE IX: DAMAGE & DESTRUCTION

9.1 Tenant's Obligations. Tenant will repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse the Trust, as an Additional Rent, for the cost of the repair of any damage elsewhere on the Property, caused by or arising from the installation or removal of property in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by the Trust, its agents, employees or contractors). If Tenant shall fail to commence such repairs within five (5) days after Tenant's Receipt of notice to do so from the Trust, the Trust may make or cause the same to be made and Tenant agrees to pay to the Trust promptly upon the Trust's demand, as an Additional Rent, the cost thereof, plus the Administrative Rent relative to such costs, with interest thereon at the Default Rate until paid.

9.2 Trust's Obligations. If the Premises shall be damaged by fire, the elements, accident or other casualty (individually and collectively, "Casualty"), then the Trust shall, in a reasonably prompt manner, cause such damage to be repaired. All such repairs shall be made at the expense of the Trust; provided, however, that the Trust shall not be liable for any interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (which shall include, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Agreement) or to any other pre-authorized improvements installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

If, as the result of Casualty, the Premises is rendered partially or totally unusable, Basic Rent, and Additional Rent shall be abated proportionately as to the portion of the Premises rendered unusable and continuing to be unusable.

9.3 Insurance Proceeds. If the Trust does not elect to terminate this Agreement as a result of a Casualty, the Trust shall disburse and apply any insurance proceeds received by the Trust to the restoration and rebuilding of the Property in accordance with Section 9.2 hereof. Except as may be otherwise provided herein, all insurance proceeds payable with respect to the Premises shall belong to and shall be payable to the Trust and shall be applied toward the restoration of the Premises to substantially the same condition as existed prior to such damage.

ARTICLE X: INSURANCE & INDEMNIFICATION

10.1 Insurance. Upon Tenant's use of the Premises, and throughout the term of this Agreement and any extension thereof, Tenant shall maintain the following insurance:

10.1.1 Public Liability. Public Liability Insurance on a comprehensive basis and Contractual Liability in an amount not less than One Million and No/100 Dollars ($1,000,000.00); not less than One Million and No/100 Dollars ($1,000,000.00) aggregate per occurrence for bodily injury; and not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per occurrence for property damage.

10.1.2 Automobile. Automobile Liability, and hired vehicles with limits of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence of bodily injury; and One Hundred Thousand and No/100 Dollars ($100,000.00) per occurrence for property damage.

10.1.3 Workmen's Compensation. Workmen's compensation insurance as required by Chapter 440, Florida Statutes.

10.1.4 Business Interruption. Business interruption insurance (also known as business income protection, profit protection, or out-of-business coverage) which provides Tenant with funds to make up the difference between its normal income and its income during a forced shutdown.

10.1.5 Professional Liability. Tenant shall maintain such professional liability coverage as required by Section 458.320, Florida Statutes, as amended.

The insurance required shall include those classifications as listed in Standard Liability Manuals which most nearly reflect the operations of Tenant under this Agreement.

10.2 Tenant's Contractor's Insurance. Tenant shall provide, or cause any contractor of Tenant to provide, Builder's Risk Insurance during any construction required in connection with the Premises and shall insure the Premises for fire, extended coverage and vandalism and malicious mischief in the full insurable value of the Premises. In the event of loss, the proceeds shall be made available to the Trust for repair of the damaged Premises. Tenant shall carry the insurance on the improvements made to the Premises in the name of the Trust and in an amount not less than their full insurable value until the complete amortization of all improvements permanently affixed to the Premises.

10.3 Approved Insurers. All insurance policies and surety bonds required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, and have a financial rating of at least twelve (12) in accordance with the latest edition of A.M. Best's rating guide on a scale of one (1) through fifteen (15).

10.4 Insurance Certificates. Tenant shall furnish certificates of insurance to the Trust prior to the commencement of operations, which certificates shall clearly indicate that Tenant has obtained insurance in the type, amount and classification as required for strict compliance with this Agreement, and that no material change or cancelation of the insurance shall be effective without thirty (30) days prior written notice to the Trust. The Trust shall be named additional insured in policies of insurance required by this Article X. The Trust reserves the right to reasonably amend the insurance requirements by the issuance of notice, in writing to Tenant. Compliance with the foregoing requirement shall not relieve Tenant of its liability and obligations under any other provision of this Agreement.

10.5 Intentionally Deleted.

10.6 Indemnification. Licensee shall indemnify and hold harmless the Trust, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (collectively, "Indemnitees") from any and all liability, losses or damages, including any accident, injury or damage whatsoever caused to any person or property and further including reasonable attorneys' fees and costs of defense, which the Indemnitees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from Licensee's use hereunder, or occurring in, on or about the License Area or the Property or in performance of this Agreement by Licensee or its employees, agents, servants, principals or subcontractors. Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Indemnitees, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided. This provision shall survive the termination or cancelation of this Agreement.

Tenant further acknowledges that, as lawful consideration for being granted a lease to use the Premises, Tenant, on behalf of itself, its agents, invitees and employees, does hereby release from any legal liability the Trust, and its officers, agents and employees, from any and all claims for injury, death or property damage resulting from Tenant's use of the Premises, unless such injury, death or damage is a result of the gross negligence or willful act or omission of the Trust or the Trust's employees or agents.

10.7 Trust's Limited Liability. The Trust shall not be liable to Tenant, or to those claiming through Tenant, for any loss or damage which may result from (a) the acts or omissions of any person occupying space in any part of the Property, or their agents, employees, contractors or invitees or (b) from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. Tenant acknowledges that its use of the Premises and the Property is at its own risk, unless such injury, death or damage is a result of the gross negligence or willful act or omission of the Trust or the Trust's employees or agents.

10.8 Increased Premiums. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate the Trust's policies of hazard or liability insurance or which will prevent the Trust from procuring such policies in companies acceptable to the Risk Administrator. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of insurance on the Property or on other property of the Trust or of others within the Property to be increased beyond the minimum rate from time to time applicable to the Property or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of such increase upon the Trust's demand.

ARTICLE XI: WARRANTIES & REPRESENTATIONS

11.1 Tenant's Representations. Tenant makes the following representations to the Trust:

(a) Tenant, if other than a natural person, is duly organized and validly existing under the laws of its state of formation, and has full power and capacity to carry on its business as presently conducted, and to perform its obligations under this Agreement, and in the State of Florida.

(b) Tenant's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and does not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Tenant is a party or by which Tenant may be bound or affected, except for such approvals required by this Agreement.

(c) The Agreement constitutes the valid and binding obligation of Tenant, enforceable against Tenant and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(d) Tenant has not (i) employed or retained; or (ii) offered to pay, paid, or agreed to pay, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity employed by the Trust in exchange for this Agreement.

(e) Tenant is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

(f) Neither the selection of Tenant, nor the terms of this Agreement, are conditioned on the Trust and Tenant (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other; or (iii) otherwise generating business for the Trust.

(g) The size of the Premises is reasonable and necessary for Tenant's operations, which are legitimate business purposes.

ARTICLE XII: MISCELLANEOUS

12.1 Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given as follows ("Receipt"):

12.1.1 Notices to the Trust. If intended for the Trust, on the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postage charges prepaid, addressed to:

To the Trust: **Public Health Trust of Miami-Dade County, Florida**

1611 N.W. 12th Avenue,
Miami, FL 33136
Attention: Real Estate Services

12.1.2 Notices to Tenant.

12.1.3 Address Changes. The Parties may, at any time, change its address for purposes of this Section 12.1 by sending a notice to the other party stating the change and setting forth the new address.

12.2 Recitals. The Recitals to this Agreement are true and correct, and are incorporated herein by reference and made a part hereof.

12.3 Entire Agreement. This instrument constitutes the sole and only agreement of the Parties, and correctly sets forth the rights, duties, and obligations of the Parties. There are no collateral or oral agreements or understandings between the Parties relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties.

12.4 Severability This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida and the County, as are now in effect or as may be later amended or modified, without reference to the choice of law rules of any state. Should any provision, section, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

12.5 Public Records. Tenant acknowledges that the Trust, as a public entity, is subject to Florida's public records laws, which makes all materials communicated to or from the Trust, pursuant to this Agreement, subject to disclosure under such laws unless specifically exempted from such disclosure or made confidential.

12.6 Governing Law & Venue. The Parties unconditionally and irrevocably: (i) agree that this Agreement, and any dispute arising out of the foregoing, shall be governed by the laws of the State of Florida; (ii) submit to the exclusive jurisdiction and venue of the state and federal courts located in county of Miami-Dade, state of Florida; and (iii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

12.7 No Joint Venture. Any intention to create a joint venture or partnership relation between the Parties hereto is hereby expressly disclaimed.

12.8 Captions; Headings; Sections. The captions and headings in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent

thereof. Reference to one section shall include all subsections (i.e. Section 1.4 shall include Sections 1.4.*x*, 1.4.*x*.*y*, etc.), and vice versa, and shall be read as a whole.

12.9 Non-Discrimination. In connection with the performance of any obligation under this Agreement, Tenant, for itself and on behalf of its contractors and subcontractors, agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, against any person otherwise qualified on the basis of race, color, religion, nation origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and further agree to insert the foregoing provision in all subcontracts related to the performance of this Agreement.

12.10 Judicial Interpretation. Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of the Parties have equally participated in the preparation of this Agreement.

12.11 Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

12.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person, other than the expressed Parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

12.13 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

12.14 Remedies Cumulative. No reference to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial use fees during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by either party of any breach by the other party under this Agreement or a waiver by the Trust of any breach by any other occupant, tenant or user under any other agreement for any portion of the Property shall affect this Agreement in any way whatsoever.

12.15 Trust Inspections and Access. Tenant shall permit the Trust, and its agents, employees and contractors to enter all parts of the Premises to inspect the same, at any time, and to enforce or carry out any provision of this Agreement, including without limitation, any access necessary for the making of any repairs which are the Trust's obligation hereunder. Any such entry shall be upon notice, if any, as shall be feasible under the circumstances and shall be made so as to reasonably minimize the disruption of Tenant's use of the Premises.

12.16 Independent Private Sector Inspector General. Pursuant to the Code of Miami-Dade County, Resolution # R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Trust has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Trust or County deems it appropriate to do so. Upon written notice from the Trust, the Tenant shall make available, to the IPSIG retained by the Trust, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Trust will be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Section 12.16 shall apply to the Tenant, its officers, agents, employees and assigns.

Nothing contained in this Section 12.16 shall impair any independent right of the Trust to conduct, audit, or investigate the operations, activities and performance of the Tenant in connection with this Agreement. The terms of this Section 12.16 are neither intended nor shall the Tenant construe them to impose any liability on the Trust.

12.17 County Inspector General According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits, inspections, and reviews of all County and Trust contracts. This random audit is separate and distinct from any other audit by the Trust. To pay for the functions of the Office of the Inspector General, any and all payments to be made to Trust under this Contract will be assessed one quarter (1/4) of one (1%) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. Tenant shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the Tenant's proposal. The audit cost shall also be included in all change orders and all contract renewals and extensions, if applicable.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses,

administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, County and Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Tenant, the Tenant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Tenant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition: (i) if this agreement is completely or partially terminated, the Tenant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) Tenant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this Section 12.17 shall apply to the Tenant, its officers, agents, employees, subcontractors and suppliers. The Tenant shall incorporate the provisions in this Section 12.17 in all subcontracts and all other agreements executed by the Tenant in connection with the performance of this Agreement. Nothing in this Section 12.17 shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Section 12.17 are neither intended nor shall they be construed to impose any liability on the County or the Trust by the Tenant or third parties.

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

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

12.18 Fair Market Value Rent. The parties hereto represent and warrant to each other that this Agreement is not made for the purpose of causing or securing a fee or other compensation for the referral of patients. Rather, this Agreement represents the result of arms-length negotiations and the parties believe that the Rent amount constitutes fair market value within the meaning of § 1877(h)(3) of the Social Security Act and the regulations promulgated thereunder, which is: (a) consistent with general market value for commercial purposes; (b) does not take into account the intended use of the Property; (c) has not been adjusted to reflect the additional value that either party hereunder would attribute to the Property as a result of its proximity or convenience to a source of referrals or business otherwise generated for which payment may be made in whole or in part under a "Federal Health Care Program" (as hereinafter defined); and (d) has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for which payment may be made in whole or in part under a federal health care program. The parties hereby expressly acknowledge that no payment or provision hereunder: (a) is a payment or is intended to constitute a payment as compensation, remuneration, or an inducement for the referral of any individual for the furnishing or the arranging the furnishing, leasing, ordering of any good, item or service, for which payment may be made in whole or in part under any "Federal Health Care Program"; or (b) represents a payment, remuneration or compensation that would violate any federal or state law regarding health care or the practice of medicine. The term "Federal Health Care Program" has the meaning assigned to that term in § 1128B of the Social Security Act ([42 USC § 1320a-7b(f)], which includes Medicare, Medicaid, and any other health care program that is operated by or financed in whole or in part by any federal, state, or local government agency.

12.19 Regulatory Event. The parties acknowledge that legislation or regulations may be enacted, advisory opinions may be issued or other changes in the law or in the interpretation thereof may occur ("Regulatory Event") which may affect the terms of this Agreement. In the event a Regulatory Event occurs which effectively renders this Agreement (or any provision thereof) unlawful, or otherwise may have a negative impact on the parties or subject either party or its affiliates to liability or penalties or exclusion from participation in governmental or private health benefit programs, either party may by written notice initiate a process to amend this Agreement. Such notice shall set forth a description of the Regulatory Event giving rise to the notice; contain documentation from legal

counsel to the noticing party describing the Regulatory Event and the consequences or potential consequences of the Regulatory Event; and set forth the noticing party's intent to amend or, if the adverse consequences of said Regulatory Event are found to be both material to this Agreement and unavoidable, terminate this Agreement. If such notice is given and the parties are unable within thirty (30) days to reach agreement on all terms of an amendment, either party may terminate this Agreement by providing at least fifteen (15) days written notice to the other party.

12.20 Patient Records. The Trust acknowledges and agrees that at no time shall the Trust, or any employees or agents of the Trust, seize or review any of Tenant's patient medical records, charts, files or other items containing protected health information maintained in the Premises by Tenant.

12.21 Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

12.22 Human Trafficking Affidavit. By entering into, amending, or renewing this Agreement, the Licensor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement. This compliance includes the Licensee providing an affidavit that it does not use coercion for labor or services. This attestation by the Licensor shall be in the form attached as Exhibit "C" and must be executed by the Licensor and provided to the Licensee when entering, amending, or renewing this Agreement. This Agreement shall be void if the Licensor submits a false Affidavit pursuant to Section 787.06, F.S., or the Licensor violates Section 787.06, F.S., during the term of this Agreement, even if the Licensor was not in violation at the time it submitted its Affidavit.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Agreement.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Trust")

By: _____
David Zambrana
Chief Executive Officer

Date: _____

("Tenant")

By: _____

Date: _____

PUBLIC HEALTH TRUST USE ONLY

Approved for legal sufficiency and form by the Miami-Dade County Attorney's Office

_____
Signature Date

Approved for sufficiency as to insurance and liability by the Director of Risk Management, Jackson Health System

_____
Signature Date

Reviewed by the Office of Compliance & Ethics, Jackson Health System

_____
Signature Date

EXHIBIT "A"

Premises outlined in Yellow



Folio: 01-3135-054-0020
Address: 801 NW 17 ST
Size: 35,284 Sq.Ft

EXHIBIT "B"

ACH Payment Instructions

EXHIBIT "C"

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Tenant (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the Landlord (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

does not use coercion for labor or services as defined in Section 787.06, F.S.

Tenant's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Tenant's Authorized Representative:

Title of Tenant's Authorized Representative:

Signature of Tenant's Authorized Representative:

Date:

Attachment 3

(a) Uniform Bidder Information Statement
(b) Rent Calculation Statement
(c) Statement of Authorized Representatives
(d) Florida Public Entity Crimes Affidavit
(e) Form W-9 Taxpayer Identification Number & Certification

UNIFORM BIDDER INFORMATION STATEMENT

1. SOLICITATION NO.

The following information is provided to the Real Estate Services Department of the Public Health Trust of Miami-Dade County, Florida in connection with the submittal of a proposal/bid to use or occupy space. The acceptance of this Uniform Bidder Information Statement does not constitute an offer by the Public Health Trust or any affiliate or subsidiary thereof. Please attach additional sheets as necessary. Please print or type.

BIDDER

2. NAME OF BUSINESS		
3. ADDRESS (Number, Street, Apartment or Suite Number)		
4. CITY	5. STATE (No Abbreviations)	6. ZIP CODE
7. TELEPHONE	8. BUSINESS WEBSITE ADDRESS	
9. BUSINESS TYPE ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship		10. YEAR FORMED
11. STATE OF FORMATION (No Abbreviations)	12. FEDERAL TAXPAYER IDENTIFICATION NUMBER	
13. BIDDER POINT OF CONTACT (Last Name, First Name, Middle Initial)		
14. POINT OF CONTACT TELEPHONE	15. POINT OF CONTACT EMAIL	

AFFILIATES

List all Affiliates of the Bidder and provide the requested information for each Affiliate. Add additional pages if necessary.
An "Affiliate" of a Bidder is any entity or individual that:
(a) directly or indirectly owns more than a 30% equity interest in the Bidder; or
(b) otherwise directly controls Bidder (including senior executives); or
(c) is controlled by, or has more than 30% of its equity owned by or for the benefit of, either: (i) the Bidder; or (ii) any person (or a member of the immediate family of any person) or entity that controls, or owns more than a 30% equity interest in, the Bidder

1	NAME	☐ Proposed Guarantor	% OF OWNERSHIP (indicate of or by Bidder)
	ADDRESS (Number, Street, Apartment or Suite Number)		
	CITY	STATE (No Abbreviations)	ZIP CODE
	TELEPHONE		FEDERAL TAXPAYER IDENTIFICATION NUMBER

2	NAME	☐ Proposed Guarantor	% OF OWNERSHIP (indicate of or by Bidder)
	ADDRESS (Number, Street, Apartment or Suite Number)		
	CITY	STATE (No Abbreviations)	ZIP CODE
	TELEPHONE		FEDERAL TAXPAYER IDENTIFICATION NUMBER

3	NAME	☐ Proposed Guarantor	% OF OWNERSHIP (indicate of or by Bidder)
	ADDRESS (Number, Street, Apartment or Suite Number)		
	CITY	STATE (No Abbreviations)	ZIP CODE
	TELEPHONE		FEDERAL TAXPAYER IDENTIFICATION NUMBER

OTHER AGREEMENTS

List all agreements in effect during the last five (5) years which grant the right to use or occupy space (e.g., lease or license) between either (a) the Bidder, or (b) any Affiliate, or (c) both; and (d) the Public Health Trust of Miami-Dade County, Florida, or (e) Miami-Dade County, Florida (including its agencies and instrumentalities).

1 NAME OF LESSEE/LICENSEE

LOCATION

LESSOR/LICENSOR

2 NAME OF LESSEE/LICENSEE

LOCATION

LESSOR/LICENSOR

3 NAME OF LESSEE/LICENSEE

LOCATION

LESSOR/LICENSOR

Defaults

Describe any lessee or licensee defaults under all agreements listed above.

BUSINESS REFERENCES

Provide at least three (3) references from companies with which the Bidder, or one or more of its Principals, does business.

1 COMPANY NAME | FROM | TO

ADDRESS (Number, Street, Apartment or Suite Number)

CITY | STATE (No abbreviations) | ZIP CODE

CONTACT & TITLE | TELEPHONE

2 COMPANY NAME | FROM | TO

ADDRESS (Number, Street, Apartment or Suite Number)

CITY | STATE (No abbreviations) | ZIP CODE

CONTACT & TITLE | TELEPHONE

3 COMPANY NAME | FROM | TO

ADDRESS (Number, Street, Apartment or Suite Number)

CITY | STATE (No abbreviations) | ZIP CODE

CONTACT & TITLE	TELEPHONE

BUSINESS RESPONSIBILITY

Has the Bidder, or any Affiliate, ever been barred from bidding on contracts, or declared not responsible by any city, town, village, county, state or federal public entity?	☐ YES ☐ NO
Are any outstanding liens pending against the Bidder or any Affiliate?	☐ YES ☐ NO
Are any judgments outstanding against the Bidder or any Affiliate?	☐ YES ☐ NO
Is any suit or legal action pending against the Bidder or any Affiliate?	☐ YES ☐ NO
Has the Bidder, or any Affiliate, been adjudged bankrupt or insolvent, voluntarily or involuntarily, under any applicable law; executed an assignment for the benefit of creditors; or abandoned a business without satisfying its outstanding debts?	☐ YES ☐ NO
Has the Bidder, or any Affiliate, ever been convicted of a felony?	☐ YES ☐ NO

If yes to any of the above, provide all details below. Add additional pages if necessary.

GENERAL AFFIDAVIT

Representations, Warranties, Covenants, and Consent to Review of Credit

By executing this Uniform Bidder Information Statement, the undersigned represents and warrants the following:

1. The undersigned has received and read the entire solicitation, including all amendments and addenda thereto, is acquainted will all matters in connection with the response to this solicitation, will accept the premises "as-is," and will secure any necessary permit or license pertaining to the operation of, or the making of any improvement to, the site. The undersigned acknowledges that the Public Health Trust of Miami-Dade County, Florida makes no representation or warranty as to the information supplied in the solicitation or the type of use or development permitted at the site.
2. The undersigned acknowledges that the Board of Trustees of the Public Health Trust must expressly authorize the Chief Executive Officer to execute the lease agreement for purposes of consummating the transaction. No response shall be deemed binding until such time as the lease agreement is fully executed by all parties.
3. The undersigned represents that its response is made in good faith without fraud or collusion, and that the undersigned has not entered into any agreement with any other person/entity responding to this solicitation, or with any other person, firm or corporation relating this solicitation or any other solicitation, nor any agreement or arrangement under which any person, firm or corporation is to refrain from responding, nor any agreement or arrangement for any act or omission in restraint of free competition among respondents. The undersigned agrees to hold harmless, defend, and indemnify the Public Health Trust for any noncompliance by the undersigned with the aforementioned representations or with the antitrust laws of the United States and of the State of Florida.
4. The undersigned acknowledges that the information contained in the response to this solicitation and any accompanying documentation will be relied upon by the Public Health Trust in its prequalification and consideration for award. As such, the undersigned expressly warrants the information and documentation to be true and correct. The undersigned acknowledges the Public Health Trust's right to continue to verify the qualifications of the Bidder, management team and its Affiliates and to seek any additional information relating to continuing qualifications. The discovery of a misrepresentation, which, in the sole opinion of the Public Health Trust, materially affects the prequalification experience of the Bidder to perform under the lease agreement, shall be cause for the Public Health Trust to terminate the lease agreement, if discovered after the award of the lease agreement and to cancel same without liability by Public Health Trust to the Bidder.
5. The undersigned acknowledges that the Public Health Trust reserves the right to reject any and all responses at any time, for any reason, prior to the execution of a lease agreement. The Public Health Trust reserves the right to cancel all solicitations before its opening/closing. In the event of solicitation cancelation, the Public Health Trust shall notify all prospective bidders and make available a written explanation for the cancelation.
6. The undersigned is of lawful age.
7. Neither the undersigned nor any Affiliate of the undersigned is in arrears in the payment of amounts due to the Public Health Trust or Miami-Dade County, or any affiliated agency or instrumentality thereof.

8. No person, firm, or corporation other than named herein has any interest in the proposed lease or license agreement.
9. The undersigned declares under penalty of perjury that the undersigned has read fully and understands all of the terms and conditions of this solicitation and all of the foregoing questions of this Uniform Bidder Information Statement. The answers and statements contained in the response, including without limitation, the information contained on this Uniform Bidder Information Statement and Rent Calculation Statement, are to the best of the undersigned's knowledge and belief true, correct , and complete. The undersigned agrees that in the event that circumstances reflected by the answers herein change, the undersigned will promptly notify the Division of Property Management of the Public Health Trust in writing by certified mail. The undersigned further understands that a misstatement, omission, or failure to update information may cause for the Public Health Trust not to award to the Bidder, or its Affiliates, the proposed lease or license, and may have the effect of precluding persons or entities from doing business with the Public Health Trust.

By executing this Uniform Bidder Information Statement, the undersigned authorizes the Public Health Trust or its designated agent or contractor to conduct a credit and reference investigation of the Bidder and its Affiliates. This authorization includes commercial and financial institutions, credit reporting agencies and present and former customers.

BIDDER
AUTHORIZED SIGNATURE (Primary responsible representative)
PRINT NAME & TITLE

SWORN TO ME IN THE STATE OF:	SWORN TO ME IN THE COUNTRY OF:	SWORN TO ME IN THE DATE OF:
UNEXPIRED IDENTFICATION (TYPE & NUMBER)	NOTARY NAME, SIGNATURE, SEAL, & COMISSION EXPIRATION DATE	

RENT CALCULATION STATEMENT

1. SOLICITATION NO.

This Rent Calculation Statement forms a part of your response to the Solicitation referenced in Line 1. The information you include on this Statement serves as your proposal/bid to the Public Health Trust. Any rent proposed on this statement will be used in accordance with the terms of the agreement associated with the Solicitation.

2. BIDDER

3. AUTHORIZED REPRESENTATIVE (Undersigned only)

RENT

The following information relates to your proposed rent to be paid to the Public Health Trust over the term of the agreement. To the extent that the values listed here conflict with the terms of the agreement, such conflict will be resolved in favor of the agreement.

Special Instructions

1. DO NOT enter a value that is less than any minimum value required by the associated agreement or the solicitation i.e. $12,000 per year.
2. You must indicate your proposed Annual Base Rent for each Year and Renewal Year as provided in the spaces below.

Year 1
Annual Base Rent

Year 2
Annual Base Rent

Renewal Year 1
Annual Base Rent

Renewal Year 2
Annual Base Rent

Certification
By executing this Rent Calculation Statement, the undersigned represents and warrants that:

(i) the values entered herein have been arrived at independently without any agreement, collusion, consultation, or communications intended to restrict competition.

SIGN HERE

AUTHORIZED SIGNATURE

DATE

STATEMENT OF AUTHORIZED REPRESENTATIVES

1. SOLICITATION NO.

2a. NAME ("Affiant")

2b. RELATIONSHIP TO BIDDER *(self, officer, partner, shareholder, etc.)*

3a. BIDDER NAME ("Bidder")

3b. BIDDER'S BUSINESS ADDRESS (number, street, suite no., city, state, ZIP code)

Instructions

Pursuant to Section 2-11.1(s)(5) of the Code of Miami-Dade County, as amended, unless he or she has been listed here, no individual shall appear before any Public Health Trust ("PHT") evaluation, selection, technical review or similar committee or subcommittee on behalf of a firm/Bidder unless he or she is registered with the Clerk of the Board of County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this Solicitation process, individuals who wish to address the PHT Board of Trustees or a PHT committee or subcommittee concerning any action, decision or recommendation of PHT personnel must register with the Clerk of the Board of County Commissioners and pay all applicable fees as a registered lobbyist.

For the sole purpose of oral presentations/appearances, including negotiations, under this Solicitation process, the listed individuals shall not be required to pay any lobbyist registration fees.

To add to, or otherwise modify, the list of authorized representatives, complete and fully execute additional Statements of Authorized Representatives. All modifications must be received by the PHT prior to the Bidder's first appearance under this Solicitation process before the PHT.

Add additional pages if necessary.

Authorized Representatives

The individuals listed below are authorized by this Bidder to appear as its representative during oral presentations including negotiations before a PHT evaluation, selection, technical review or similar committee or subcommittee under the above-referenced Solicitation process.

NAME (Last Name, First Name, Middle Initial) & TITLE	CONTACT DETAILS (Telephone, email, etc.)
☐ ADD ☐ DELETE	
☐ ADD ☐ DELETE	
☐ ADD ☐ DELETE	
☐ ADD ☐ DELETE	
☐ ADD ☐ DELETE	
☐ ADD ☐ DELETE	
☐ ADD ☐ DELETE	

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s)(5) of the Code of Miami-Dade County, as amended.

SIGN HERE **AFFIANT'S SIGNATURE ►**

SWORN TO ME IN THE STATE OF:	SWORN TO ME IN THE COUNTY OF:	SWORN TO ME ON THE DATE OF:
UNEXPIRED IDENTIFICATION (TYPE & NUMBER)	NOTARY NAME, SIGNATURE, SEAL, & COMMISSION EXPIRATION DATE	

FLORIDA PUBLIC ENTITY CRIMES AFFIDAVIT

1. SOLICITATION NO.

2a. NAME ("Affiant")

2b. RELATIONSHIP TO BIDDER *(self, officer, partner, shareholder, etc.)*

3a. BIDDER NAME ("Bidder")

3b. BIDDER'S BUSINESS ADDRESS (number, street, suite no., city, state, ZIP code)

NOTICE Florida Statutes on Public Entity Crimes

The State of Florida requires bidders 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 Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

You must read and complete this form in its entirety, sign and have notarized. Your failure to do so will render your proposal/bid non-responsive and not considered for award.

Certification

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority, did personally appear the Affiant who, being first duly sworn by me, made the following statement:

1. The business address of the Bidder is as listed on Line 3b of this form.
2. My relationship to the Bidder is as listed on Line 2b of this form.
3. I understand that a public entity as defined in Section 287.133 of the Florida Statues 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 1, 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 (a) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (b) 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 (c) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (d) 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. **(~~STRIKE~~ THIS PARAGRAPH IF PARAGRAPH SEVEN APPLIES)** Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder nor any affiliate of the Bidder has been convicted of a public entity crime.
7. **(~~STRIKE~~ THIS PARAGRAPH IF PARAGRAPH SIX APPLIES)** There has been a conviction of a public entity crime by the Bidder, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or contractor or an affiliate of the Bidder 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 vendor list. **(ATTACH COPY OF ORDER TO THIS AFFIDAVIT)**

FURTHER SAYETH THE AFFIANT NAUGHT.

SIGN HERE	AFFIANT'S SIGNATURE ►	DATE ►

Sworn to, and subscribed before, me in the state and county, and on the date, all above mentioned, by the Affiant who: **(a)** is personally known to me, or **(b)** has produced the identification listed below.

UNEXPIRED IDENTIFICATION (TYPE & NUMBER)	NOTARY NAME, SIGNATURE, SEAL, & COMMISSION EXPIRATION DATE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.