

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID PROPOSAL FORM (FORMAT A) TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 038-KK10	BUYER B. JONES	PAGE SC 1
SALE OF BOARD-OWNED PROPERTY		

SPECIAL CONDITIONS

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Planning, Design and Sustainability
1450 N E Second Avenue, Suite 525
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR BIDS

Under this Invitation to Bid (hereinafter referred to as the "RFB"), The School Board of Miami-Dade County, Florida (hereinafter referred to as the "Board") will be considering bids for the purchase by the Bidder of an approximate 3-acre Board-owned site and improvements thereon, located at 29 NW 13 Street, Miami, FL, within Miami-Dade County, and as more particularly described in Attachment "A" (hereinafter referred to as the "Site" or "Property"). School Board Rule 6GX13-3B-1.092 sets forth the Board's intent in seeking submission of Bids from qualified, responsive and responsible Bidders interested in purchasing property owned by the Board. For purposes of this RFB, the term Bidder shall mean the legal entity that, if in compliance with all requirements of this RFB including, without limitation, the proffer of a bid amount meeting or exceeding the fair market value of the Site as established by the Board, will be the party legally and financially capable of entering into and executing an agreement of purchase and sale (hereinafter referred to as "Purchase Agreement") by and between the Bidder and the Board in order to acquire the Site (hereinafter referred to as the "Bidder").

III. INSTRUCTIONS FOR SUBMISSION OF BID

A total of six copies of the bid are to be submitted, one of which must be a signed original, by 2:00 p.m. Eastern Standard Time on May 11, 2010, at:

*The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132*

The responsibility for submitting this bid on or before the stated date and time will be solely and strictly the responsibility of the Bidder. Miami-Dade County Public Schools (hereinafter referred to as the "District") will in no way be responsible for delays caused by the United States Postal Service or any other delivery service, or by any other occurrence. The Bidder, or the Party legally authorized to conduct business on behalf of the Bidder, must sign the bid. The bid package must contain all items requested. Failure to submit all requested items may render the bid non-responsive. The bid must be submitted in a sealed envelope or box marked: **"REQUEST FOR BIDS NO. 038-KK10-SALE OF BOARD-OWNED PROPERTY"**.

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It is anticipated that sealed bids will be opened on May 11, 2010, and the highest responsive and responsible Bidder (hereinafter referred to as the "Successful Bidder"), will be notified of its standing no later than May 13, 2010. All other responsive and responsible bidders are hereinafter referred to as the "Alternate Bidders". The Successful Bidder will then be required to deliver to the Board, prior to 12 Noon, on or before May 18, 2010: 1) a duly executed Due Diligence Agreement (see Attachment "C"), and 2) a good faith deposit, in the form of a cashier's check drawn on a local financial institution, equal to ten percent (10%) of the bid amount proffered in Attachment "B". If the Successful Bidder fails to deliver either or both of these documents to the Board by the time and date stipulated herein, the bid shall be deemed to be non-responsive. In that event, the Board, at its sole authority and discretion, may declare the next highest Alternate Bidder to be the successor, and to proceed with the sale of the Site to the Alternate Bidder. The Alternate Bidder so designated will then be required to deliver to the Board, within seventy-two (72) hours of being so notified: 1) a duly executed Due Diligence Agreement (see Attachment "C"), and 2) a good faith deposit equal to ten percent (10%) of the bid amount proffered in Attachment "B".

IV. INFORMATION ON SITE

Attached hereto and incorporated herein by reference is the legal description of the subject Site and improvements thereon consisting of a building and ancillary parking lot (see Attachment "A"). Interested Bidders may visit the Site prior to submission of their bid, at their option. Such on-site visit will only be permitted on April 30, 2010, from 9:00 a.m. to 12:00 p.m., and is for the expressed and limited purpose of allowing potential Bidders to view general Site conditions. Under no circumstance will a Bidder be permitted to conduct on-site testing or engage in intrusive activity of any kind prior to a Bidder being designated as the Successful Bidder and complying with all other provisions of the RFB and attachments thereto. Also, incorporated herein by reference as Attachment "A-1", is a copy of an Asbestos Periodic Surveillance Report, dated November 16, 2000, from Mr. Clifford Andrean to Clifton Lewis. Additionally, also incorporated herein by reference as Attachment "A-2", is the Summary portion of the Final Environmental Impact Statement, dated February 18, 2010, for Interstate 395 (I-395), from the I-95 Midtown Interchange (I-95/SR-836/I-395) ramps to MacArthur Causeway West Channel Bridges at Biscayne Bay, in the City of Miami, Miami-Dade County, Florida, designating Alternative 3 as the preferred option for the project, which Alternative may impact the subject Property. Copies of both documents may be viewed by accessing the following link:

<http://procurement.dadeschools.net/bidsol/pdf/rfb038-kk10.zip>

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SPECIAL CONDITIONS (Cont.)**V. BID REQUIREMENTS**

In order for the bid to be considered by the Board, the Bidder must agree to the following:

The Bidder agrees to submit Attachment "B", with all required information provided in full, including without limitation the bid amount for purchase of the Site, which amount shall either meet or exceed the fair market value established by the Board at its April 14, 2010 meeting, of Three Million Dollars and No/100 (\$3,000,000.00);

The Bidder recognizes that time is of the essence, and shall take into consideration the Board's desire to enter into a Purchase Agreement with the Successful Bidder by June 21, 2010, and to hold a Real Estate Closing no later than June 30, 2010, unless either date is extended by the Board or its designee;

The Bidder agrees that its acquisition of the Site shall be for cash only, and is not subject to financing ("All-Cash"), and no mortgage or other financing shall be provided by the Board;

The Bidder agrees that subsequent to a determination by the District of it being the Successful Bidder, which determination shall be made on or before May 13, 2010, the Bidder shall deliver to the Board prior to 12 Noon, on or before May 18, 2010: 1) a duly executed Due Diligence Agreement (see Attachment "C"), and 2) a good faith deposit, as provided for in this RFB, equal to ten percent (10%) of the bid amount proffered in Attachment "B", as earnest money, which the Board shall deposit in escrow, either in an interest-bearing account or in a non-interest bearing account, with the School Board Attorney. Prior to 5:00 PM Miami Time, on or before June 21, 2010, the Successful Bidder shall deliver to the District either a Notice of Termination, as defined in the Due Diligence Agreement, or a Purchase Agreement, as provided for herein, duly executed by the Successful Bidder. Upon delivery to the District of a Notice of Termination, or, if the Successful Bidder is deemed non-responsive, then all sums in deposit, including accrued interest, if any, shall be refunded to the Successful Bidder. Upon the expiration of the Due Diligence period provided for in the Due Diligence Agreement, and upon the execution of the Purchase Agreement by the Successful Bidder, as provided for herein, the deposit shall be deemed non-refundable. Notwithstanding the foregoing, the Successful Bidder may execute the Purchase Agreement prior to June 21, 2010, and the Due Diligence Period shall then be deemed terminated simultaneously with the execution of the Purchase Agreement, and the Real Estate Closing shall be held on or before June 30, 2010. If neither document is delivered to the District as required under this RFB, then the District may deem the Successful Bidder to be non-responsive, and it may proceed, in the District's sole discretion, to negotiate with the Alternate Bidder(s).

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SPECIAL CONDITIONS (Cont.)

Subject to the information provided in Attachment "A-1", the Bidder agrees that the Site is offered for sale by the Board in its "AS-IS" "WHERE IS" condition and basis with all faults, and that the Board makes no representations or warranties whatsoever, either expressed or implied, as to the suitability or efficacy of the Site for any particular purpose or use, nor as to the title or physical condition of the Site. The Successful Bidder, by executing the Purchase Agreement, acknowledges and agrees that the Board has made no representation whatsoever, as stated herein, nor as to the environmental condition of the Site. Furthermore, the Bidder represents that it is relying and will continue to rely solely on its own investigations of the Site in its decision to purchase the subject property. The Successful Bidder shall have a period, not to extend beyond June 21, 2010, to conduct all appropriate due diligence, including without limitation, investigations of the physical condition of the Site, title, survey and environmental assessment, which due diligence shall be at the sole cost and expense of the Successful Bidder. The Board shall not indemnify the Successful Bidder in any way with respect to the condition of the subject property.

Title to the Site shall be conveyed to the Successful Bidder by a Quit-Claim Deed, with no representation or warranty of any kind, subject to conditions, restrictions, easements, zoning and all limitations of record, if any. All closing costs shall be borne by Bidder.

The Purchase Agreement shall substantially include the terms and conditions set forth in the Purchase Agreement attached hereto as Attachment "D" and incorporated herein by reference, including without limitation the provision that the Board shall have no responsibility for any real estate broker's commission, salesmen's or finders' fees related to this transaction. The District reserves the right, in its sole discretion, to amend the attached form. The said Purchase Agreement shall not be assignable.

PRE-BID CONFERENCE - A non-mandatory pre-bid conference has been scheduled for May 4, 2010 at 9:00 a.m., in Conference Room 522A of the School Board Administration Building, located at 1450 N.E. 2nd Avenue, Miami, which Bidders may attend at their option.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY BIDDERS:

In order to be considered, the Bidder must submit Attachment "B", with all sections legible and completed. The Bidder may, at its option, submit additional materials and information to assist the District in its evaluation of the bid. Submittal of said additional materials does not relieve the Bidder from its obligation to provide the Board with a completed Attachment "B".

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SPECIAL CONDITIONS (Cont.)**VII. EVALUATION OF BIDS**

The Board will consider bids from all responsive and responsible Bidders who meet the minimum requirements set forth in this RFB, including the proffer of an All-Cash bid amount meeting or exceeding the advertised fair market value established by the Board of Three Million Dollars and No/100 (\$3,000,000.00). Final approval of the Successful Bidder, and authority for the Board to enter into the Purchase Agreement, will be made by the Board on June 16, 2010. Subsequent to such a determination, and prior to the expiration date of the Due Diligence period on June 21, 2010, a Purchase Agreement, acceptable to the Board Attorney, shall be entered into by the Successful Bidder and the Board. No debriefing or discussion will be held with unsuccessful Bidders.

In addition to the provisions set forth in Section III of this RFB, if the Board is unable to reach acceptable terms in the Purchase Agreement with the Successful Bidder, on or before June 21, 2010, then the Board may, in its sole discretion, declare the bid to be non-responsive, and seek to reach acceptable terms with Alternate Bidders submitting the next closest bid amount or amounts.

VIII. INSURANCE REQUIREMENTS/ INDEMNIFICATION

- A. Subsequent to both Parties executing the Due Diligence Agreement, but prior to June 1, 2010, the Successful Bidder shall be authorized to access the Site for the expressed and limited purpose of conducting its Due Diligence Investigations (as defined in the Due Diligence Agreement) on the Property. All such investigations are to be at the sole cost and expense of the Successful Bidder. All on-site Due Diligence activities shall be coordinated with the on-site administrator, and are subject to compliance with all other requirements of this RFB and the Due Diligence Agreement (see Attachment "C"). Prior to initiating on-site activities, the Successful Bidder shall be required to execute the Due Diligence Agreement, to provide the Board with certificates of insurance and to comply with any other pre-condition to on-site testing as set forth under the Due Diligence Agreement.
- B. In consideration of being the Successful Bidder, and other consideration, the sufficiency and receipt of which is hereby acknowledged, the Successful Bidder agrees without reservation to the indemnification and insurance requirements contained herein, as follows:

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SPECIAL CONDITIONS (Cont.)**INDEMNIFICATION:**

The Successful Bidder shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the RFB and/or the Due Diligence Access Agreement (including goods and services provided thereto) by or on behalf of the Successful Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE REQUIREMENTS:

On or before the Effective Date of Due Diligence Agreement, the Bidder shall be responsible for providing the Board with certificates of insurance coverage which indicate that insurance coverage has been obtained and meets the requirements outlined, as follows: a) Commercial General Liability Insurance on a comprehensive basis in an amount not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) combined single limit per occurrence for bodily injury and property damage. The School Board of Miami-Dade County, Florida, its employees and agents, must be listed as an additional insured on the policy, and b) Workers' Compensation Insurance for all employees of the Bidder as required by Florida Statutes. The insurance shall be subject to a maximum deductible not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00). All certificates of insurance submitted must be issued by companies authorized to conduct business under the laws of the State of Florida, with an A.M. Best rating (most currently published) of no less than "B+" as to management, and no less than "Class V" as to financial strength. Certificates shall indicate that no modification to the insurance coverage can be made without a minimum of thirty (30) days advanced written notice to the additional named insured or certificate holder.

IX. BID ADDENDUMS

All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

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X. ADDITIONAL INFORMATION

A. ALL TIMELINES REFLECTED IN THIS RFB ARE ESTIMATED AND SUBJECT TO CHANGE IN THE DISTRICT'S SOLE DISCRETION.

- B. Any and all questions that a Bidder may have pertaining to this RFB must be submitted by the Bidder no later than 4:00 p.m, (Local Time) April 26, 2010, via e-mail, to the individual listed below:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 356
Miami, FL 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

- C. A COPY OF ALL QUESTIONS PERTAINING TO THIS RFB MUST BE SENT SIMULTANEOUSLY TO:

Ms. Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
FAX #305-995-1448
E-MAIL: martinez@dadeschools.net

The Board will issue responses to inquires and provide any other corrections or amendments it deems necessary, in written addenda, prior to the bid due date. Bidders should not rely on any statements other than those made in this RFB or in any addendum to this RFB. Where there appears to be a conflict between the RFB and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the Bidder to monitor this site for posting of response(s). The website link is the following:

<http://procurement.dadeschools.net/bidsol/asp/ENACT.asp>

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ATTACHMENT "A"

Description of The Site:

Location: 29 NW 13 Street, Miami, FL (Miami-Dade County)

Folio: 01-3136-009-0420

Legal description: Legal description to be determined by the parties based on Survey to be ordered by Bidder, certified to all parties to the transaction.

Subject to: All conditions, restrictions, easements, zoning and other limitations of record, if any.

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ATTACHMENT "B"

SUBMITTAL FOR RFB NO. 038-KK10 SALE OF BOARD-OWNED PROPERTY

Instructions: Bids must be typewritten or hand printed in ink. Please note the following:

- a. use of pencil is prohibited;
- b. do not erase or use correction fluid to correct an error; and
- c. all changes must be crossed out and initialed in ink.

Name of Bidder: _____

Note: For purposes of this Attachment B, the term "Bidder" shall have the meaning contained in Section III of the RFB.

Site Description: See Attachment A of the RFB

Please complete the information noted below. **Failure to provide a response in each area may render this bid as non-responsive.** Additional information may be provided by the Bidder, but will not relieve the Bidder from its obligation to provide the Board with a completed Attachment B.

I. Bidder information:

a. Contact Information:

- 1. Telephone number: _____
- 2. Cell phone number (if applicable): _____
- 3. Fax number (if applicable): _____
- 4. Email address (if applicable): _____
- 5. Mailing Address: _____

- b. If a bid is submitted by a business entity other than an individual, provide sufficient documentation establishing that such legal entity is active and authorized to do business in the State of Florida; that its status is active and current and shall remain active and unchanged at the time of award of bid:**

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- c. Verification that the party signing this bid is duly authorized and has the legal capacity to do so. Attach duly executed incumbency certificate and resolutions authorizing the signatory to execute any and all documents on behalf of Bidder and authorizing the purchase of the Site.

II. Bid and Financing Information:

- a. Bid amount: _____ Dollars and _____ Cents (\$_____)
- b. Documentation attesting to the financial capability of the Bidder to purchase the Site All-Cash, including without limitation, Source of Funds and verification of Deposits by depository, certifications by duly authorized officers:

- III. By signing below, the Bidder certifies and confirms, that the Bidder is in agreement with the Bid Requirements enumerated in Section V of this RFB, and that all information contained in this Attachment B or attached thereto, is true and correct.

Sign Name: _____

Print Name: _____

Title: _____

Date: _____