

The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
Procurement Management Services
1450 N.E. 2 nd Avenue, Room 352
Miami, Fl. 33132

Direct All Inquiries To
Procurement Management Services

Buyer
PHONE: (305) 995-2738
TDD PHONE: (305) 995-2400

BID/RFP No.: **057-KK10**

BID/RFP TITLE: **SALE OF BOARD OWNED PROPERTY**

Date: May 18, 2010

Addendum No. 1

This addendum modifies the conditions of the above referenced BID as follows:

1. Revised Special Condition III., changing the opening date to June 7, 2010, the notification to bidders of their standing to June 8, 2010, and the required date for delivery of the duly executed Due Diligence Agreement and a good faith deposit to June 10, 2010.
2. Revised Special Condition V., changing the determination of the successful bidder to June 8, 2010, and the required date for delivery of the duly executed Due Diligence Agreement and good faith deposit to June 10, 2010. Revised (2) by changing the words "subject to" to "comprising", and adding the words "unless the same has been released prior to Closing". Added the words "PRE-BID MEETING".
3. Revised ATTACHMENT "A", adding one paragraph.
4. Added documents ATTACHMENT "C" and ATTACHMENT "D".

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid.

1. If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the revised Bidder Qualification Form.
BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.

I acknowledge receipt of Addendum Number 1.

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____

OF AUTHORIZED REPRESENTATIVE
NAME (Typed)- _____ TITLE: _____

OF AUTHORIZED REPRESENTATIVE



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132**

Direct all inquiries to Procurement Management Services.

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Bids will be accepted until 2:00 PM on _____ in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for _____ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

- A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
- B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (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, attorney's 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 this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED: Performance Bond Check (Cashier's, Certified, or equal)

IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE, please indicate: YES NO

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

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

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.

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

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

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

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. FOR M/WBE designated bids. The **SPECIAL CONDITIONS-Minority/Women** owned and controlled Business Participation Statement and the M/WBE Certification Application **MUST** be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

1. Use of pencil is prohibited.

2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2, and 3 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

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

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- [8C-1.064](#).

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

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

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

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

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order had been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- [8C-1.064](#). The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- [3F-1.023](#).

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

H. DEBARMENT. Pursuant to Board Rule 6Gx13- [3F.1.023](#) Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B+ or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt to bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) of Item(S) Contained
4. Item Number (S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the

receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

- 1. Purchase Order Number
- 2. Item Descriptions
- 3. Quantities and Units
- 4. Price Extensions
- 5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

- 1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
- 2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall

certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

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

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

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

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

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it

has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 - 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

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

XXIII. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV. DAVIS-BACON ACT LABOR STANDARDS

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: _____
BID TITLE: _____

BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.
We cannot meet the specifications nor provide an alternate equal product.
Our company is simply not interested in bidding at this time.
OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____
Title _____
Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

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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 Request for Bids (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 4-acre Board-owned site located S.W. 74 Avenue and theoretical S.W. 43 Street, 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. Local Time on June 7, 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. 057-KK10-SALE OF BOARD-OWNED PROPERTY"**.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (*FORMAT A*)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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SALE OF BOARD-OWNED PROPERTY		

It is anticipated that sealed bids will be opened on June 7, 2010, and the highest responsive and responsible Bidder (hereinafter referred to as the "Successful Bidder"), as well as all other responsive and responsible bidders (hereinafter referred to as the "Alternate Bidders"), will be notified of their standing no later than June 8, 2010. The Successful Bidder will then be required to deliver to the Board, prior to 12 Noon, on or before June 10, 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, in the amount of \$311,000.00, which is equal to ten percent (10%) of the Fair Market Value. 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 in the amount of \$311,000.00.

IV. **INFORMATION ON SITE**

Attached hereto and incorporated herein by reference is the legal description of the subject Site (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 May 24, 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 is a copy of Phase I and Phase II Environmental Property Assessment reports, prepared by Nutting Environmental of Florida, Inc., dated May of 2006 and August of 2006, respectively. A full copy of these documents may be viewed by accessing the following link:

http://procurement.dadeschools.net/bidsol/pdf/environmental_data_057-kk10.zip

The Board may consider credit allowances as set forth under Section V hereof.

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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 February 10, 2010 meeting, of Three Million One Hundred Ten Thousand Dollars and No/100 (\$3,110,000.00) ("Fair Market Value"); however, the Board may consider credit allowances for subsoil conditions and for matters related to Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee et al, Case No. 07-25241 CA 09. Credit allowances proposed by Bidder for subsoil conditions will be subject to and validated by independent evaluation by a licensed and registered civil engineer commissioned by the District. All proposed credit allowances shall be subject to Board approval, and approval thereof shall be in its sole discretion. Responsive and responsible Bidders will be ranked from highest to lowest Net Amount bid. Net Amount is defined as that resulting amount consisting of the Fair Market Value of the subject Property as established by the Board at its February 10, 2010 meeting, less total credit allowances proposed by Bidder, and set forth under Attachment "B".

The Bidder recognizes that time is of the essence; that the Purchase Agreement must be executed by the Successful Bidder by June 28, 2010, unless extended by the Board or its designee; and that the Real Estate Closing shall be held on July 8, 2010, unless this closing date is extended by the Board or its designee or by the Successful Bidder, as provided for herein, but not later than August 30, 2010;

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 June 8, 2010, the Bidder shall deliver to the Board prior to 12 Noon, on or before June 10, 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 Fair Market Value, 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 28, 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. However, if the Successful Bidder delivers a duly executed Purchase and Sale Agreement on or before June 28, 2010, then the Successful Bidder shall have the option of extending the Due Diligence Period to not later than August 12, 2010, by providing Notice to the Board of its intent to extend the Due Diligence Period. The Successful Bidder shall deliver to the District on or before 5:00 PM (Miami time) August 12, 2010 either a Notice of Termination or Notice of Intent to Proceed with the Real Estate Closing. 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

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BID PROPOSAL FORM (FORMAT A)

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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, delivery to the District of a Notice of Intent to Proceed 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 Notice of Intent to Proceed prior to August 12, 2010, and the Due Diligence Period shall then be deemed terminated simultaneously with the execution and delivery of the Notice of Intent to Proceed, and the Real Estate Closing shall be held on or before fifteen calendar days after delivery to the District of Notice of Intent to Proceed, but not later than August 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).

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 through June 28, 2010, or as it may be extended at Bidder's sole option, but not to extend beyond August 12, 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 that certain Easement for Ingress and Egress described under Attachment "A", conditions, restrictions, easements and all limitations of record. Conveyance shall also be subject to all matters relating to Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee, et. al (Case No. 07-25241 CA 09) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida. However, Bidder shall have two options with respect to this matter, as follows:

- (1) Close the entire subject Property. Bidder may Close the entire subject Property (described in Attachment "A") in "AS IS" condition as to this matter on or before July 8, 2010 unless extended by the Parties; or,
- (2) Delay the Closing of the Easement Area only (described in Attachment "A"). Bidder may delay the Closing of the underlying parcel of Property comprising the Easement for Ingress and Egress, as described in Attachment "A", ("Easement Area "). In that event, the Board Attorney's Office shall retain in escrow the Sum of \$17,900.00 from the proceeds due Seller at the Closing of the rest of the subject Property, which amount is acknowledged by the Parties to be the appraised value of the Easement Area. The said funds shall be held in

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escrow until the Closing of this portion of the subject Property is effectuated, at which time the Board Attorney shall disburse the said funds to the School Board. The Closing of the Easement Area shall take place at 2:00 PM, in the Board Attorney's Offices, at 1450 NE 2nd Avenue, #430, Miami, FL 33132, on the 35th day following the rendering of the decision by the Circuit Court in the above-referenced case. Bidder shall deem that certain Assignment of Parking Space filed in ORB 24959, Page 3611, in the Public Records of Miami-Dade County, Florida, as a permitted exception to title to the Easement Area, unless the same has been released prior to Closing.

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. The District reserves the right, in its sole discretion, to amend the attached form. The said Purchase Agreement shall not be assignable. All closing costs shall be borne by Bidder.

PRE-BID MEETING: A non-mandatory pre-bid conference has been scheduled for May 27, 2010 at 10:00 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".

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 One Hundred Ten Thousand Dollars and No/100 (\$3,110,000.00), with the highest Net Amount as defined in this RFB. 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, a Purchase Agreement, acceptable to the Board Attorney, shall be entered into by the Successful Bidder and the Board not later than June 28, 2010. 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 28, 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.

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VIII. INSURANCE REQUIREMENTS/ INDEMNIFICATION

- A. Subsequent to both Parties executing the Due Diligence Agreement, but prior to June 29, 2010, or as it may be extended by Bidder as provided for herein, 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:

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

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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 Management Services website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement Management Services website, which list all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net/>

X. ADDITIONAL INFORMATION

A. ALL TIMELINES REFLECTED IN THIS RFB ARE ESTIMATED AND SUBJECT TO CHANGE AT 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 2:00 p.m, (Local Time) May 27, 2010, via e-mail, to the individual listed below:

Ms. Joanne Koski, Executive Director
Procurement Management Services
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 356
Miami, FL 33132
(305) 995-2738
E-mail: jkoski@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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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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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SALE OF BOARD-OWNED PROPERTY

ATTACHMENT "A"**Description of The Site:****Location:** SW 74 Avenue and SW 43 Street**Folio:** 3040230000197**Legal description:** The West ½, of the Southwest ¼, of the Northeast ¼, of the Northwest ¼, of Section 23, Township 54 South, Range 40 East, LESS the North 49.63 feet and LESS the West 25 feet thereof, and LESS the South 120 feet of the East 60 feet thereof, lying and being in Miami-Dade County, Florida.**Subject to:** That certain Easement for Ingress and Egress in favor of Jack J. Taffer, Trustee, recorded on February 13, 1991, in Official Records Book 14898, Page 592, of the Public Records of Miami-Dade County, FL. (defined herein as "Easement Area"), and legally described as follows:

Commence 100 feet North of the SW corner of Parcel One, then run East 309.45 feet to the Easterly boundary of Parcel One; then South along said boundary for a distance of 40 feet; thence West a distance of 279.45 feet, then North a distance of 20 feet; thence West a distance of 30 feet to the Westerly boundary of Parcel One; thence North a distance of 20 feet along the Westerly boundary to the point of beginning; less the East 60 feet thereof.

Subject to: Pending litigation relating to Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee, et. al (Case No. 07-25241 CA 09) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, as well as conditions, restrictions, easements and limitations of record.

The entire subject Property consists of approximately four acres, more or less.

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ATTACHMENT "B"

SUBMITTAL FOR RFB NO. 057-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:

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 057-KK10	BUYER J. KOSKI	PAGE REVISED SC 11
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SALE OF BOARD-OWNED PROPERTY

- 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 (for purposes of this Attachment "B", the term Net Amount shall have the meaning contained in Section V of the RFB):

- a. Bid amount: _____ Dollars and _____ Cents (\$ _____)
 Credit Allowance(s): _____ Dollars and _____ Cents (\$ _____)
 Net 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; or in the alternative, provide a Letter of Credit from a local bank or financial institution substantiating the Bidder's ability to secure the necessary funds to close.

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: _____

ATTACHMENT "C"

DUE DILIGENCE AGREEMENT

THIS DUE DILIGENCE AGREEMENT, (herein referred to as "Agreement"), is made and entered into this _____ day of _____ 20____, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic organized under the laws of the State of Florida ("Board"), and _____ ("Bidder"), authorizing Bidder to conduct due diligence investigations on Board-owned land, directly relating to and limited by the Board's Request For Bids No. 057-KK10 ("RFB"), incorporated herein by reference.

IN CONSIDERATION of the Sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bidder and the Board hereby agree to the following terms and conditions:

1. TERM; INSPECTION COMPLETION DATE; EXTENDED INSPECTION COMPLETION DATE; DUE DILIGENCE INVESTIGATIONS. Bidder, its agents, employees and representatives shall be authorized to access the Site, as defined in the aforescribed RFB, and as legally described on Exhibit "A", attached hereto and made a part hereof, at all times subsequent to the Effective Date of this Agreement and prior to 5:00 PM on June 28, 2010, or as it may be further extended to not later than August 12, 2010 at 5:00 PM (Miami time) as provided for in the RFB or the earlier termination of this Agreement, with full right to: (a) inspect the Site, and (b) to conduct any and all inspections, investigations and tests thereon, including, but not limited to, soil borings and hazardous waste studies, surveys, and to make such other examinations with respect thereto as Bidder, its counsel, licensed engineers, surveyors, appraisers, or other representative may deem reasonably necessary. For purposes of this Agreement, Due Diligence Investigations shall be defined as any and all investigations which a reasonable purchaser may perform in order to purchase real property including, without limitation, any and all investigations or inspections of the physical condition of the Site, environmental assessments, procurement of evidence of title, title examination, and surveying of the Site, ("Due Diligence Investigations"). If the Successful Bidder delivers a duly executed Purchase and Sale Agreement to the District on or before June 28, 2010 ("Inspection Completion Date"), then the Successful Bidder shall have the option of extending the period to perform Due Diligence Investigations to not later than August 12, 2010, ("Extended Inspection Completion Date").

2. NOTICE OF TERMINATION; REFUND OF DEPOSIT; NOTICE OF

INTENT TO PROCEED. This Agreement shall be effective as of the Effective Date, and continue and remain in full force and effect covering the Site listed in Exhibit "A" until the later of the following occurs: (1) a Purchase and Sale Agreement is entered into, on or before June 28, 2010, by and between the Bidder and the Board for the Site listed on Exhibit "A"; or (2) the Bidder delivers to the Board a Notice of Termination, as defined herein, terminating this Agreement. If, on or before 5:00 p.m. on June 28, 2010, or as it may be extended by Bidder pursuant to the aforescribed RFB to not later than August 12, 2010, Bidder determines, in its sole and absolute discretion, that Bidder does not desire to purchase the Site, then Bidder shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. on the Inspection Completion Date, ("Notice of Termination"). In the event such Notice of Termination is delivered on or before 5:00 p.m. either on the Inspection Completion Date or the Extended Inspection Completion Date, if applicable, or if the Bidder is deemed by the District to be non-responsive pursuant to the RFB, then the parties shall be released from all further obligations each to the other under this Agreement, except those obligations which are specifically stated herein to survive the termination hereof, and the Deposit provided to the Board in response to the RFB and all interest earned thereon, if any, shall be returned to Bidder. In the alternative, if Bidder determines, in its sole and absolute discretion, to proceed with the purchase of the Site, then Bidder shall deliver written notice to Seller electing to proceed with this Agreement, provided such Notice is delivered to Seller prior to 5:00 p.m. on the Inspection Completion Date or the Extended Inspection Completion Date, if applicable, ("Notice of Intent to Proceed"). In the event that neither a Purchase Agreement, a Notice of Termination nor a Notice of Intent to Proceed is delivered to the Board's designee on or before Inspection Completion Date or the Extended Inspection Completion Date, if applicable, then the Bidder shall be deemed non-responsive and the Board or its designee may take action pursuant to the terms and conditions set forth under the RFB. Notwithstanding the foregoing, it is understood and agreed that the Due Diligence period shall be deemed terminated simultaneously with the execution of the Notice of Intent to Proceed, if the Notice of Intent to Proceed is executed prior to August 12, 2010.

3. SCHEDULE OF TESTING. Prior to undertaking the Due Diligence Investigations, and subject to any other requirements or conditions of this Agreement or the RFB, the Bidder shall provide the Board, or its designee, with a proposed schedule for such work at the Site, to be approved by the Board, or its designee, such approval not to be unreasonably withheld. Any and all costs and expenses incurred by either the Bidder or the Board in connection with Bidder's Due Diligence Investigations shall be at Bidder's sole cost and expense, and any activities that take place on or immediately adjacent to the Site shall be performed in a manner not to unreasonably interfere with or disrupt the operations taking place at the Site, or with the use of the Ingress and Egress Easement traversing the southern portion of the Site. Bidder shall not, in the course of such entry, make any invasive tests, alterations or improvements to the

portion of the Site which has been paved, except with the express written consent of the Board's designee, such approval not to be unreasonably withheld. The Bidder shall in all cases coordinate excavations, if any, with the Board or its designee prior to initiating these activities. Any damage to underground improvements or utility lines caused by Bidder, its contractors, employees or agents, shall be repaired by Bidder, at Bidder's sole cost and expense.

4. SAFETY CRITERIA; RESTORATION OF SITE. The Bidder's Due Diligence Investigations at the Site shall conform at all times to the safety criteria established with and approved by the Site administrator. Such work shall be done in compliance with all applicable rules, statutes, codes and regulations, including, without limitation, Florida and Federal laws, School Board Rules, the State Requirements for Educational Facilities, the Florida Building Code, as the same may be amended from time to time. If the Board, or its designee, requests that the Bidder cease any of its Due Diligence Investigations due to unreasonable interference with Site operations, the use of the Ingress/Egress Easement as described in Exhibit "A", violation of any applicable rules and regulations or the Board's safety criteria, then Bidder shall immediately discontinue its activities and shall proceed only after the Board, or its designee, has reviewed the scheduling of the activities in question and has authorized the Bidder to continue. At the conclusion of the work, the areas where work was conducted on the Site shall be restored to a safe and secure condition, as good or better as existed prior to any such investigations, as determined solely by the Board and at the sole cost and expense of the Bidder.

5. INDEMNIFICATIONS. The Bidder, its agents, contractors and representatives shall hold harmless, indemnify and defend the Board, its members, officers and employees, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, at trial level and through all appeals, arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the Board, its members, officers and employees, excluding only the sole negligence or culpability of the Board, its members, officers and employees. Notwithstanding anything contained herein to the contrary, Bidder shall not indemnify or hold Seller harmless with respect to, and Bidder shall not be required to, remove, remediate, dispose or otherwise deal with any "Hazardous Substance" (as hereinafter defined), samplings derived from the Site or property containing Hazardous Substances which it finds in connection with its Due Diligence Investigations of the Site. This paragraph shall survive the Closing of the transaction or early termination of this Agreement. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste material or substance or other similar term by any

federal or state environmental statute, regulation or ordinance presently in effect, as such statute, regulation or ordinance may be amended from time to time, or any petroleum or petroleum derivative products.

6. **PROOF OF INSURANCE.** In addition, on or before the Effective Date of this Agreement (as defined below), 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.

7. **PRE-CONDITIONS.** The following shall be pre-conditions to commencement of Bidder's Due Diligence Investigations, subject to the terms and conditions of this Agreement: (1) the Bidder may only conduct Due Diligence Investigations on the Site, as listed on Exhibit "A", where Bidder has submitted a proposal in response to the RFB, (2) all insurance certificates required under this Agreement have been received and approved by the Board, (3) the Bidder's proposed schedule for the Due Diligence Investigations has been coordinated with and approved by the Site administrator, including identifying the specific portions of the Site upon which such Due Diligence Investigations will be conducted, (4) this Agreement has been executed by the Bidder and Board, and a copy of same has been received by the Board not later than June 10, 2010, and (5) a cashier's check, drawn on a local banking institution, payable to "The School Board of Miami-Dade County, FL", in the amount of \$311,000.00, which is a sum equal to 10% of the Fair Market Value in compliance with the RFB described above, has been received by the Board not later than June 10, 2010.

8. NOTICES: All notices with respect to this Agreement shall be duly delivered in accordance with Notice provision included in the RFB.

9. ENTIRE AGREEMENT. This Agreement, RFB # 057-KK10 and all attachments thereto, any and all documentation relating to the issuance of said RFB and those agreements contemplated herein to be entered into in the future and all attachments thereto, as all may be amended, shall constitute the entire agreement by and between the Parties.

10. SEVERABILITY. In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

11. EFFECTIVE DATE; CALENDAR DAYS. The term "Effective Date" is the date on which the last of the Parties initials and/or signs this Agreement, which date shall be inserted below the signature block of the respective Party. Time is of the essence for all provisions of this Agreement. All time periods will be computed in calendar days (a "Calendar Day" is every day including Saturday, Sunday and national legal holidays). However, if any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 PM, Miami time, of the appropriate day.

12. CONTROLLING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and School Board Rules, and venue, in the event of a dispute, shall be in Miami-Dade County.

13. ATTORNEY'S FEES AND COSTS. In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials, alternative dispute resolutions and appellate levels, unless otherwise provided for in this Agreement. The provisions of this paragraph shall survive the termination or cancellation of this Agreement.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. MISCELLANEOUS PROVISIONS. Notwithstanding any other provisions in this Agreement, in the event that the highest ranked Alternate Bidder, as defined in the RFB, is the Bidder under this Agreement, then the Bidder shall deliver to the Board a Due Diligence Agreement, duly executed by the Bidder, pursuant to the RFB, and providing for the extension of all time lines accordingly.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Board and Bidder have caused this Agreement to be executed by their respective and duly authorized officers the day on which the last of the Parties signs this Agreement as set forth below.

BIDDER:

By: _____
Print Name: _____
Title: _____
Date: _____

BOARD:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Alberto M. Carvalho
Superintendent of Schools
Date: _____

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

School Board Attorney

ATTACHMENT "A"

Description of The Site:

Location: SW 74 Avenue and SW 43 Street
Folio: 3040230000197
Legal description: The West ½, of the Southwest ¼, of the Northeast ¼, of the Northwest ¼, of Section 23, Township 54 South, Range 40 East, LESS the North 49.63 feet and LESS the West 25 feet thereof, and LESS the South 120 feet of the East 60 feet thereof, lying and being in Miami-Dade County, Florida.

Subject to: that certain Easement for Ingress/Egress in favor of Jack J. Taffer, Trustee, recorded on February 13, 1991, in Official Records Book 14898, Page 592, of the Public Records of Miami-Dade County, FL. (defined herein as "Easement Area"), and legally described as follows:

Commence 100 feet North of the SW corner of Parcel One, then run East 309.45 feet to the Easterly boundary of Parcel One; then South along said boundary for a distance of 40 feet; thence West a distance of 279.45 feet, then North a distance of 20 feet; thence West a distance of 30 feet to the Westerly boundary of Parcel One; thence North a distance of 20 feet along the Westerly boundary to the point of beginning; less the East 60 feet thereof.

Subject to: Pending litigation – Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee, et al (Case No.07-25241 CA 09) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, as well as conditions, restrictions, easements and limitations of record.

The entire subject Property consists of approximately four acres, more or less.

ATTACHMENT "D"

to

RFB #057-KK10

NOTE: THE SCHOOL BOARD RESERVES THE RIGHT TO REVISE

AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ("Seller")

AND

Dated: _____, 2010

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Purchase Agreement") is made and entered into this _____ day of _____, 2010, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida** ("Seller" and "Property Owner" and "School Board") and _____ ("Purchaser" and "Successful Bidder"). The School Board and Purchaser are sometimes referred to herein individually as a "Party", and collectively as the "Parties".

WITNESSETH:

WHEREAS, Seller is the fee simple owner of the Realty (hereinafter defined); and

WHEREAS, Seller desires to sell the Property (hereinafter defined) to Purchaser, and Purchaser desires to purchase the Property from Seller, in accordance with and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Purchaser is the Successful Bidder pursuant to that certain Request for Bids #057-KK10 ("RFB"), issued by Seller, which RFB and all attachments thereto is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Purchase and Sale; Realty.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all that certain parcel of real property consisting of approximately four acres, more or less, situate, lying and being in the County of Miami-Dade ("County"), State of Florida, and of which the legal description is set forth in Attachment "A", attached hereto and made a part hereof ("Realty"), in fee simple, together with the following property and rights (the Realty and such property and rights are referred to herein collectively as the "Property");

(a) All surveys, plans, plats, soil tests, engineering studies, environmental studies and all other documents, studies, title policies, licenses, permits, authorizations, approvals, soil and ground water reports and asbestos material surveys, and any other intangible rights pertaining to the ownership and/or operation of the Realty, if any (collectively, the "Documents");

(b) All easements, privileges, riparian and other water rights, lands underlying any adjacent streets or roads, improvements located on the Realty and appurtenances pertaining to or accruing to the benefit of the Realty, if any; and

(c) All improvements thereon, if any.

2. **Deposit.** Upon execution of the Due Diligence Agreement, as stipulated in the RFB, Purchaser delivered to the School Board an earnest money deposit of **(\$311,000.00)**, which is equal to **TEN PERCENT (10%)** of the Fair Market Value of the subject Property, to be held in escrow by the School Board Attorney's Office (the "Escrow Agent") in an interest bearing account (hereinafter referred to as the "Deposit"). The Deposit and any accrued interest shall be credited against the Purchase Price at Closing and shall be otherwise subject to the terms and conditions contained herein. The Parties agree that upon the execution by both Parties of the Purchase Agreement, on or before June 28, 2010; the expiration of the Due Diligence Period on June 28, 2010, or as it may have been extended by Purchaser pursuant to the RFB, and the delivery of the Notice of Intent to Proceed to Seller, the Deposit shall be deemed non-refundable. The fair market value of the subject Property is that value as established by the School Board at its February 10, 2010 meeting, (Fair Market Value").

3. **Purchase Price; Manner of Payment.** The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be (\$_____), which is the sum representing the Fair Market Value or more, as determined by Purchaser, and as described in the aforementioned RFB, subject to credits, prorations and adjustments, if any, as provided in the RFB and in this Purchase Agreement. The Purchase Price shall be payable by Purchaser to Seller at the Closing (as hereinafter defined) by wire transfer to a School Board account, pursuant to wiring instructions provided to Purchaser by Board Attorney within ten (10) days prior to Closing. Purchaser agrees that its acquisition of the subject property is for cash only, and is not subject to financing ("All-Cash"), and no mortgage or other financing shall be provided by the Seller. Credit allowances, if any, proposed by Purchaser shall be subject to School Board approval, and approval thereof shall be in its sole discretion.

4. **Inspections; Title; and Survey.** Purchaser acknowledges that Seller granted Purchaser access to the subject property, with full right to: (a) inspect the Property, and (b) conduct any and all inspections, investigations and tests thereon, including, but not limited to, soil borings and hazardous waste studies, and (c) obtain evidence of title and complete its title examination, and (d) obtain and review surveys which Purchaser deemed necessary, and (e) make such other inspections and examinations with respect to the subject property as Purchaser, its counsel, licensed engineers, surveyors, appraisers, or other representative may have deemed necessary ("Due Diligence Investigations"). Purchaser also acknowledges that all Due Diligence Investigations had to be completed on or before 5:00 PM on June 28, 2010 ("Inspection Completion Date"), unless extended to not later than August 12, 2010 ("Extended Inspection Completion Date"). Purchaser hereby acknowledges and represents that as of the date of the execution of this Purchase Agreement, Purchaser either: [] (1) has had the opportunity to complete its required Due Diligence Investigations and to fully review and evaluate this transaction and, based solely on its Due Diligence Investigations,

decides to proceed with the purchase of subject Property; or [] (2) has the right, until not later than August 12, 2010, to complete its required Due Diligence Investigations. [Only the option marked with an "X" applies.]

If Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Site, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. on the Inspection Completion Date, ("Notice of Termination"). In the event such Notice of Termination is delivered on or before 5:00 p.m. either on the Inspection Completion Date or the Extended Inspection Completion Date, if applicable, or if the Purchaser is deemed by the District to be non-responsive pursuant to the RFB, then the Parties shall be released from all further obligations each to the other under this Purchase Agreement, except those obligations which are specifically stated herein to survive the termination hereof, and the Deposit provided to the School Board in response to the RFB and all interest earned thereon, if any, shall be returned to Purchaser.

In the alternative, if Purchaser determines, in its sole and absolute discretion, to proceed with the purchase of the Site, then Purchaser shall deliver written notice to Seller electing to proceed with this Agreement, provided such Notice is delivered to Seller prior to 5:00 p.m. on the Inspection Completion Date or the Extended Inspection Completion Date, if applicable, ("Notice of Intent to Proceed"). In the event that neither a Purchase Agreement, a Notice of Termination nor a Notice of Intent to Proceed is delivered to the Board's designee on or before Inspection Completion Date or the Extended Inspection Completion Date, as applicable, then the Purchaser shall be deemed non-responsive and the School Board or its designee may take action pursuant to the terms and conditions set forth under the RFB. Likewise, if the Purchaser delivered to the District a duly executed Purchase Agreement by June 28, 2010, but failed to deliver either a Notice of Termination or a Notice to Proceed by not later than 5:00 PM on August 12, 2010, then the Purchaser may likewise be deemed non-responsive. Notwithstanding the foregoing, it is understood and agreed that the Due Diligence period shall be deemed terminated simultaneously with the execution of the Notice of Intent to Proceed, if the Notice of Intent to Proceed is executed prior to August 12, 2010.

5. **Seller's Representations.** The Purchaser agrees that it is accepting the subject Property in its "AS-IS", "WHERE-IS" condition and basis with all faults, and that the Seller makes no representations or warranties whatsoever, either expressed or implied, as to the suitability or efficacy of the subject Property for any particular purpose or use, nor as it relates to condition of title nor the physical condition of the subject Property. Purchaser, by executing the Due Diligence Agreement, as described in the RFB and this Purchase Agreement, acknowledges and agrees that the Seller has made no representation whatsoever, as stated herein, nor as to the environmental condition of the subject Property. The Purchaser represents that it is relying and will continue to rely solely on its own investigations of the subject Property in its decision to purchase it, and Purchaser further acknowledges and agrees that the Seller shall not indemnify the Purchaser in any way with respect to the subject Property.

Title to the subject Property shall be conveyed to the Purchaser by a Quit-Claim Deed, with no representation or warranty of any kind, subject to an Easement for Ingress and Egress described under Attachment "A", conditions, restrictions, easements and all limitations of record. Conveyance shall also be subject to all matters relating to Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee, et. al (Case No. 07-25241 CA 09) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida; however, Purchaser shall have two options with respect to this matter, as follows:

- (a) Close the entire subject Property. Purchaser may Close the entire subject Property (described in Attachment "A") in "AS IS" condition as to this matter on or before July 8, 2010 unless extended by the Parties; or,
- (b) Delay the Closing of the Easement Area only (described in Attachment "A"). Purchaser may delay the Closing of the portion of the subject Property comprising the Easement area, as described in Attachment "A", ("Easement Area "). In that event, the Board Attorney's Office shall retain in escrow the Sum of \$17,900.00 from the proceeds due Seller at the Closing of the remaining portion of the subject Property, which amount is acknowledged by the Parties to be the appraised value of the Easement Area. The said funds shall be held in escrow until the Closing of this portion of the subject Property is effectuated, at which time the Board Attorney shall disburse the said funds to the School Board. The Closing of the Easement Area shall take place at 2:00 PM, in the Board Attorney's Offices, at 1450 NE 2nd Avenue, #430, Miami, FL 33132, on the 35th day following the rendering of the decision by the Circuit Court in the above-referenced case. Purchaser shall deem that certain Assignment of Parking Space filed in ORB 24959, Page 3611, in the Public Records of Miami-Dade County, Florida, as a permitted exception to title to the Easement Area unless the same has been released prior to closing.

The provisions of this Paragraph 5 shall survive the Closing or the earlier termination of this Purchaser Agreement.

6. **Purchaser's Representations.** As a material inducement to Seller to enter into this Purchase Agreement, Purchaser warrants and represents to and covenants with Seller that the following matters are true as of the Effective Date (as hereinafter defined), and that they will also be true as of Closing Date. Purchaser agrees to indemnify and hold harmless Seller from any and all claims, costs, judgments, damages, fees (including attorney's fees), repairs, or expenses incurred as a result of any breach of any warranty and representation.

Purchaser represents, warrants and covenants unto Seller and agrees with Seller as follows:

(a) The execution, delivery and performance of this Purchase Agreement by Purchaser has been duly authorized, and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable in accordance with its terms.

(b) The Purchaser has the legal and financial capability of Closing this transaction pursuant to terms and conditions of the RFB and of this Purchase Agreement.

(c) All information provided and representations made by Purchaser (Successful Bidder) in the above-described RFB and documents related thereto, is true and correct and incorporated herein by reference.

The provisions of this Paragraph 6 shall survive the Closing or the earlier termination of this Agreement.

7. **Default.** An event of default shall be deemed to have occurred by either Party to this Purchase Agreement if such Party fails to observe or perform any covenant, condition or agreement of this Purchase Agreement, or breaches a representation contained herein, and such failure or breach continues for a period of ten (10) days after written notice specifying such default and requesting that it be remedied is sent to the defaulting Party by the non-defaulting party. If an event of default shall have occurred and shall continue, the non-defaulting Party shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right to damages and/or specific performance.

8. **Prorations.** Seller is legally exempt from payment of real estate taxes, consequently there will be no prorations.

9. **Closing Costs.** The Purchaser shall be responsible for all costs relating to the closing of this transaction (“Closing Costs”), including without limitation:

(a) the recording cost of the Deed, (b) the cost of the Survey (if obtained by Purchaser), (c) the cost of all abstracting, evidence of title, Title Commitment and the premium for the Title Policy obtained by Purchaser, (d) the cost of the rest of Purchaser’s Due Diligence Investigations, (e) documentary stamp taxes, surtaxes and other transfer charges in connection with the recordation of the deed, (f) the Commission as hereinafter defined, if any, and (g) Purchaser’s legal fees.

The Seller shall be responsible for payment of its own legal fees relating to Closing of this transaction, except as provided for in Paragraph 5 of the Due Diligence Agreement by and between the Parties.

10. **Closing.** It is mutually understood that the execution of this Purchase Agreement by Seller constitutes conditional acceptance and is subject to approval by the School Board of Miami-Dade County, Florida (“School Board”) pursuant to the necessary vote at a duly called, regular School Board meeting. Notice of final School Board action shall be provided to Purchaser after the School Board meeting at which this matter is presented for approval. The Closing shall, at the option of Seller, be held at the office of the Miami-Dade County Public School Board Attorney, located at 1450 NE 2 Avenue, Suite 430 Miami, Florida 33132, commencing at 1:00 PM on July 8th, 2010 (“Closing Date”), unless extended by mutual agreement of the Parties, or as it may be provided in the RFB.

At Closing, the following shall occur:

(a) Seller shall execute and deliver to Purchaser the following documents with respect to the Property: (i) A Quit-Claim Deed (“Deed”) subject to Easement for Ingress and Egress as described in Attachment “A” hereof, all matters relating to pending litigation – Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee, et al (Case No.07-25241 CA 09) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, and all conditions, easements, restrictions limitations of record; and (ii) a School Board Resolution authorizing the sale of subject Property. However, the Closing of the Easement Area may be delayed at the option of the Purchaser in accordance with Paragraph No. 5 of this Purchase Agreement.

(b) Purchaser shall deliver to Seller the Purchase Price in the manner set forth in this Purchase Agreement.

(c) Seller and Purchaser shall each execute counterpart closing statements in a customary form together with such other documents as are reasonably necessary to consummate the Closing.

(d) Both Parties shall pay their respective costs by wire transfer or by cashier's check drawn on a bank reasonably acceptable to the School Board Attorney.

11. **Brokers.** The Parties each represent and warrant to the other that the School Board shall have no responsibility for any real estate brokers, salesmen or finders involved in this transaction. Purchaser shall have the responsibility of paying the authorized broker, if any, a commission pursuant to any separate agreement between Purchaser and authorized broker (“Commission”). If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of one of the Parties hereto (“Indemnitor”), Indemnitor shall indemnify, defend and hold harmless the other Party hereunder (“Indemnitee”), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage, to the limit of Section

768.28, Florida Statutes. Notwithstanding the foregoing, each Party shall be responsible for its own attorney's fees and court costs through all trial and all appellate levels relating to claims in accordance with this Paragraph.

The provisions of this Paragraph shall survive the Closing and any cancellation or earlier termination of this Agreement.

12. **Assignability.** This Purchase Agreement may not be assigned.

13. **Notices.** Any notices required or permitted to be given under this Purchase Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via email, facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller at: The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Suite 400
Miami, Florida 33132
Attention: Walter J. Harvey, Esq.
Phone: (305) 995-1304
Fax: (305) 995-1412

with a copy to: The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Suite 525
Miami, Florida 33132
Attention: Ana Rijo-Conde, Planning Officer
(305) 995-7285 phone
(305) 995-4760 fax

If to Purchaser:

With a copy to:

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via email or facsimile transmission shall be deemed given upon transmission, and notices sent via certified mail in accordance with the foregoing shall be deemed given two (2) days following the date upon which they are deposited in the U.S. Mails.

14. **Risk of Loss.** If, prior to Closing, the Property or any material portion thereof is destroyed or damaged or taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Purchase Agreement by delivery of written notice to Seller, and both Parties shall be relieved of all

further obligations under this Purchase Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to (and Seller shall assign to Purchaser all of Seller's interest in) all insurance and/or condemnation payments, awards and settlements applicable to the Property. In the event Purchaser elects option (ii) above in connection with casualty to the Property in which insurance proceeds are or will be paid and assigned to Purchaser, then Purchaser shall receive a credit against the Purchase Price for any insurance deductible that must be paid.

15. **Miscellaneous.**

(a) This Purchase Agreement shall be construed and governed in accordance with laws of the State of Florida and School Board Rules, and in the event of any litigation hereunder, the venue for any such litigation shall be in Miami-Dade County. All of the Parties to this Purchase Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Purchase Agreement shall not be more strictly construed against any one of the Parties hereto.

(b) In the event any provision of this Purchase Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as such authority determines, and the remainder of this Purchase Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the Parties under this Purchase Agreement, each Party shall be responsible for its own attorney's fees and court costs through all trial and appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Purchase Agreement.

(d) In construing this Purchase Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

(e) The aforescribed RFB and all of the attachments thereto, the Due Diligence Agreement and all of the attachments thereto, and all attachments to this Purchase Agreement are incorporated herein and made a part of this Purchase Agreement by reference.

(f) This Purchase Agreement, the Due Diligence Agreement and all documentation relating to the aforescribed RFB constitute the entire agreement by and between the Parties for the sale and purchase of the Property, and supersedes any other agreement or understanding of the Parties with respect to the matters herein contained. This Purchase Agreement may not be changed, altered or modified except in writing signed by the Party against whom enforcement of such a change would be sought. This

Purchase Agreement shall be binding upon the Parties hereto and their respective legal representatives and successors.

(g) The term "Effective Date" or such other similar term is the date on which the last of the Parties initials or signs this Purchase Agreement. Time is of the essence for all provisions of this Purchase Agreement. All time periods will be computed in calendar days (a "Calendar Day" is every calendar day including Saturday, Sunday and national legal holidays). However, if any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00pm, Miami time, of the appropriate day.

(h) This Purchase Agreement and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(i) The descriptive headings in this Purchase Agreement are for convenience only and shall not control nor affect the meaning nor the construction of any of the provisions of this Purchase Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement by their respective and duly authorized officers, the day on which the last of the Parties executes this Purchase Agreement.

Signed, sealed and delivered
in the presence of:

PURCHASER:

By: _____

(Seller's Signature)

Printed Name: _____

Title: _____

Printed Address: _____

Date: _____

SELLER:

**THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA**

By: _____

(Purchaser's Signature)

Printed Name: Alberto M. Carvalho.

Title: Superintendent of Schools

Printed Address: 1450 NE 2 Avenue #912
Miami, Florida 33132

Date: _____

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

By: _____

Printed Name: Walter J. Harvey, Esq.

Title: School Board Attorney

Date: _____

ATTACHMENT "A"

Description of The Site:

Location: SW 74 Avenue and SW 43 Street
Folio: 3040230000197
Legal description: The West ½, of the Southwest ¼, of the Northeast ¼, of the Northwest ¼, of Section 23, Township 54 South, Range 40 East, LESS the North 49.63 feet and LESS the West 25 feet thereof, and LESS the South 120 feet of the East 60 feet thereof, lying and being in Miami-Dade County, Florida.

Subject to: that certain Easement for Ingress/Egress in favor of Jack J. Taffer, Trustee, recorded on February 13, 1991, in Official Records Book 14898, Page 592, of the Public Records of Miami-Dade County, FL. (defined herein as "Easement Area"), and legally described as follows:

Commence 100 feet North of the SW corner of Parcel One, then run East 309.45 feet to the Easterly boundary of Parcel One; then South along said boundary for a distance of 40 feet; thence West a distance of 279.45 feet, then North a distance of 20 feet; thence West a distance of 30 feet to the Westerly boundary of Parcel One; thence North a distance of 20 feet along the Westerly boundary to the point of beginning; less the East 60 feet thereof.

Subject to: Pending litigation – Blue Leaf Hospitality, Inc. v. Ronald Weil, Trustee, et al (Case No.07-25241 CA 09) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, as well as conditions, restrictions, easements and limitations of record.

The entire subject Property consists of approximately four acres, more or less.