



**INVITATION TO NEGOTIATE  
ITN NUMBER: 2014-21-9**



**PUBLIC/PRIVATE PARTNERSHIP  
FOR THE MEDICAL CAMPUS  
950 NW 20<sup>th</sup> STREET  
MIAMI, FLORIDA 33127**

**A unique opportunity to participate in the rebirth of Miami's Healthcare Business District**

**ITN Issue Date: August 9, 2013**



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### I. INTRODUCTION

The purpose of this Invitation to Negotiate (ITN) is to solicit Letters of Interest for the public/private development of real property owned by Miami Dade College (MDC) Medical Campus located at 950 NW 20<sup>th</sup> Street, Miami, Florida 33127. The site is presently used as a flat surface parking lot and is located at the west of the main campus Building 1. The site is a 4.49+/- acre parcel located at 1000 NW 20<sup>th</sup> Street, Miami, FL 33127 bordered by NW 20th Street to the North, NW 19th Street to the South, NW 10th Avenue to the east, and the Jackson Memorial Hospital Parking garage on the West side of the site.

Pursuant to §287.057, Florida Statutes (2013), the ITN procurement method is a two-step process. The College will accept all Letters of Interest for this project in accordance with the terms of this ITN. All timely submitted Letters of Interest will be evaluated to determine if the submittals are responsive and responsible in accordance with the Evaluation Criteria and Process, and the Terms and Conditions. (See Section III A. and B.). The Letters of Interests will be reviewed and ranked. The College will determine, based on the initial evaluation of the Letters of Interest and subsequent interviews if requested, the interested parties ("Offerors") with whom to enter into formal negotiations. The number of Offerors that will enter into formal negotiations with the College is at the College's sole discretion.

Any questions regarding this procurement method, the evaluation criteria and process, or terms and conditions of this ITN must be submitted to the College's Director of Purchasing within the time-period allowed for questions about this document or this procurement method. (See ITN Timeline, Section III A. 6.).

The College will receive Letters of Interest from Offerors with sufficient financial means and experience to develop, as a minimum, the following buildings at the site:

- **Proposed Medical Campus Expansion Building**
- **Proposed Parking Garage Building**

In addition to the above, the facilities listed below serve as a sampling of potential compatible uses the College will be open to consideration in support of a mixed-use development at the site:

- **Hotel**
- **Conference Center**
- **Medical Office Building**
- **Residential Building**
- **Retail Component**



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Letters of Interest must be delivered to Miami Dade College, Kendall Campus, Director of Purchasing, Purchasing Department, Building 9, Room 9254, 11011 Southwest 104<sup>th</sup> Street, Miami, Florida 33176-3393, to be received before 3:00 p.m., Eastern Time on December 6, 2013. The submissions will be publicly opened in accordance with the proposed ITN Timeline. Submissions may not be faxed or emailed. Submissions must be clearly identified on the outside of the envelope as:

**MIAMI DADE COLLEGE: ITN # 2014-21-9**  
**PUBLIC/PRIVATE PARTNERSHIP FOR THE MEDICAL CAMPUS**

The complete Invitation to Negotiate will be posted on the College's purchasing website. Addenda and other information may be posted on the purchasing website throughout the solicitation process. Go to <http://www.mdc.edu/purchasing/bids.asp>. Prospective proposers are encouraged to monitor the website throughout the solicitation process and prior to submitting Letters of Interest. A "Cone of Silence" is imposed on this solicitation which starts upon the legal public advertisement of the ITN and finalizes when the Board of Trustees authorizes the award. **Contact with anyone other than the Director of Purchasing during the "Cone of Silence" solicitation period may result in rejection of your Letter of Interest and your solicitation shall receive no further consideration.** Please review the information on the website prior to submitting questions to Roman Martinez, Director of Purchasing: via fax (305) 237-0737, telephone (305) 237-0012 or email [rmartin9@mdc.edu](mailto:rmartin9@mdc.edu).

The College will not be, in any way, responsible for any delays in the delivery of the Letters of Interest to:

Miami Dade College, Kendall Campus  
Roman Martinez, Director of Purchasing  
Purchasing Department  
Building 9, Room 9254  
11011 Southwest 104<sup>th</sup> Street  
Miami, Florida 33176-3393

The College encourages participation by minority/women business enterprises, vendors and contractors.



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### II. OVERVIEW

As a key stakeholder in the revitalization of the Medical Campus, Miami Dade College seeks to partner with an experienced developer to meet the College's educational needs at the Medical Campus while maximizing the highest and best uses for this Healthcare District site, which could include a mixed use of hotel, commercial, residential and/or retail development.

The College's primary objective is to create a state-of-the-art interdisciplinary academic center for the campus that may encompass approximately 170,000 gross sq. ft. of construction space. This Center for Learning, Innovation and Simulation in Healthcare will facilitate interdisciplinary collaborative educational experiences, allowing MDC to become a national leader in nursing and health science education.

The College has several departmental and program space needs and are summarized in "Exhibit A" found on page 16 of this solicitation. In addition to providing classroom space in the building that will allow for enrollment growth and greater productivity, a virtual hospital is planned that will create interdisciplinary scenarios resulting in enhanced student services. Examples of facilities that are included as parts of the proposed medical academic center include:

- Advanced Practice Labs for Baccalaureate Programs
- High Fidelity Human Patient Simulator Laboratory
- Health Information Management and Medical Records Transcription Labs
- Physical Therapy Rehabilitation/Wellness Lab
- Library Resource/Assessment Area
- Auditorium/Exhibition Area
- Breakout/Meeting/Seminar/Conference Rooms
- Center for Innovative Teaching and Learning
- Storage
- On-Site Clinic

In addition, parking will be an essential component of any design that is proposed. Offeror is to provide their solution in providing parking that will support all the buildings that are proposed on the site. A preliminary estimate of required parking capacity to support MDC's utilization of this academic medical campus building is 1,450 parking spaces.

Accordingly, the scenario under which MDC intends to consider a public/private partnership (P3) for this mixed-use development is the Finance-Design-Build-Operate-Maintain concept. While the College intends to retain its fee-simple interest in the Property, it welcomes creative approaches as to the business model, whether in the form of a long-term ground lease and sublease back to the College, an air rights



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transaction, or other form of special purpose vehicle execution that best suits the needs of the commercial development component(s) and MDC's Medical Campus. The commercial components of the Mixed-Use Development, which would be managed, operated and maintained by the Offeror, may be legally separate from the Campus and may include residential, office, retail, parking, hotel, conference center and/or other commercial uses so long as they comply with all applicable federal, state and local regulations, construction codes, design guidelines and covenants.

The College will negotiate with the selected Offeror to achieve such legal documentation as will be necessary to define and implement the parties' goals, and to achieve the highest and best economic use of the Property permitted by the market.

As a vital partner in the redevelopment of Miami's Healthcare District of which the MDC Medical Campus is located, the College envisions the Project as a further catalyst for the continued reinvigoration of the area, and as playing a critical role in meeting the needs of the Healthcare District of Greater Miami for facilities, goods and services. In addition, businesses located within the perimeter of the site can provide employment, internship, and training opportunities to the College's students and graduates, while fostering successful, profitable and sustainable enterprises to the mutual and collateral benefit of all parties and the City of Miami.

### **A. MIAMI DADE COLLEGE AND ITS MEDICAL CAMPUS**

Miami Dade College is the largest public institution of higher education in America, enrolling more than 174,000 students at eight campuses throughout Miami-Dade County. The College is the hub of higher education opportunity for the diverse population of South Florida. Its mission is to provide accessible, affordable, high quality education by keeping the learner's needs at the center of the decision-making process and working in partnership with its dynamic, multi-cultural community.

The Medical Campus is located within the City's Healthcare District adjacent to Jackson Memorial Hospital and the Ryder Trauma Center. Easily accessible by public transportation's metro-rail and bus, the Medical Campus fulfills the mission of Miami Dade College. Students and faculty participate in numerous community service activities that provide health services and health education and screenings to members of the underserved population of Miami-Dade County.

MDC is one of 28 state colleges in the Florida College System and is a political subdivision of the State of Florida. The District Board of Trustees of Miami Dade College consists of seven appointed members who work directly with the College President in all matters pertaining to the governance and operation of the College. The



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District Board is responsible to the State Board of Education and the State Commissioner of Education.

Through its open door policy, the College provides educational opportunities to all, regardless of sex, race, religion, marital status, age, national origin, handicaps or financial resources.

As a political sub-division of the State of Florida, the College is exempt from all Federal Excise Taxes and State Sales Tax. The College is also dedicated to fostering the continued development and economic growth of small local, woman and minority owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the State. To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small local, woman and minority owned businesses are strongly encouraged to submit replies to this and any solicitations made by the College.

For more information on Miami Dade College, its students and unique educational environment, visit its website at [www.mdc.edu](http://www.mdc.edu).

### **B. THE PROPERTY**

The Property is located at 950 NW 20th Street, Miami, FL 33127 consisting of 4.49+/- acres of real property in the heart of Miami's Healthcare District. It lies between NW 20th Street to the North, NW 19th Street to the South, NW 10th Avenue to the east and the Jackson Memorial Parking garage on the West side of the site. Currently used as a surface parking lot, the site is level and at grade and improved by paving, fencing, a storage shed, parking bumpers, pedestrian gate and concrete light poles. A complete legal description of the property and site plan is included in "Exhibit F" of this solicitation on page 28.

The Offeror will be responsible for final determination of existing conditions and regulatory requirements, such as but not limited to: environmental, geotechnical, utilities, storm water management, zoning, concurrency, etc.



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### III. SUBMITTAL REQUIREMENTS FOR A LETTER OF INTEREST PACKAGE

Interested parties are invited to submit a Letter of Interest package, which must include responses to the evaluation criteria listed below, as well as any additional criteria or requirements that may be included in Addenda posted on the College website during the solicitation period. Please submit an original (marked original) proposal, and include a pdf file of the original submission either on a flash drive or CD and attach the media to the submitted original proposal. The Letter of Interest packages are to be limited to a total of forty (40) pages. The letter of transmittal should be no more than 10 pages in length and include a brief description of team members qualifications and experience; as well as an executive summary of the proposed mixed use development, business and capitalization models. The remaining package should include any concept plans or other graphic depictions, photographs, literature or other documents included in or intended as exhibits to the Letter of Interest. Information contained in the Letter of Interest packages must be presented in the same order as stated in the Evaluation Criteria listed below. Each section must be tabbed, labeled and each page numbered.

Each Letter of Interest submittal must include enough detailed information to provide the College with a basis for selecting one or more Offerors for formal negotiations. This ITN requires all Letters of Interest to propose Financial Considerations as part of the initial Evaluation Criteria (see Financial Considerations, Section III A.3.); however the College and short listed Offeror(s) will finalize the financial terms and conditions during the formal negotiation phase of this ITN process. Therefore, more detailed financial information will be requested as part of the formal negotiation process.

#### A. EVALUATION CRITERIA AND PROCESS

The College will review and evaluate the Letter of Interest packages, and may request interviews, to determine the Offeror(s) with whom it wishes to enter into formal negotiations for this Project. At its sole discretion, the College will enter into formal negotiations with any one or more of the short-listed Offerors. The College is not obligated to enter into negotiations with every short-listed Offeror. The College will continue its evaluation during the formal negotiation process and will eliminate Offerors in an effort to obtain the best and final offer for the College. Note that the positions of both the Offeror and the College may change during the negotiations. The College specifically reserves the right to change the positions and requirements it has presented in this ITN during the negotiation process in order to produce the best overall result for the College. The College will select the Offeror that it determines will provide the best overall project value to the College.

The College reserves the right to consider all relevant and reasonable criteria, which



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may or may not be expressed in this ITN, in selecting the successful Offeror. In analyzing the Letters of Interest the College may consider (along with all other relevant and reasonable criteria) the criteria listed below. In analyzing the options and data presented during negotiations, the College may consider the criteria listed below and/or any other relevant criteria. The relative weights of the Evaluation Criteria for the Letters of Interest are outlined below. The Evaluation Criteria and relative weights for the Letters of Interest may differ from the criteria and weights that may be applied during the formal negotiation phase of this ITN.

A Letter of Interest package must include the following information:

1. **Cover Letter.** The cover letter should contain:
  - a. The corporate name, address, telephone number and email address of each Offeror;
  - b. The name address, telephone number and email address of an authorized contact person;
  - c. Signature of an authorized representative of the Offeror with authority to submit the Letter of Interest package and bind Offeror;
  - d. Qualifications of the Offeror and brief history of the background and experience of Offeror and members of Offeror's team with similar projects, especially in the financing, design, construction, operation and maintenance of commercial, educational, medical, residential, office, parking garage and other civic center type of developments; and
  - e. A concise executive summary of the development proposal for the overall Mixed Use Development, including the new MDC Medical Campus Building.
2. **Project Concept.**
  - a. Overall Project Concept: The overall Project encompasses the development of the entire 4.49 +/- acre site encompassing several building types to support the program and space requirements as designated in "Exhibit A" for the development of the new MDC Medical Campus Building.

The Letter of Interest package should contain information concerning Offeror's proposed concept for the entire site describing:

- i. The scope of proposed development;
- ii. The location of improvements; and
- iii. An explanation of how the components of the Project will be incorporated into a cohesive, aesthetically integrated project that will be compatible with the needs of the surrounding Healthcare District and provide the new MDC Medical Campus Building with all ancillary



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facilities to support all program and space requirements as outlined on "Exhibit A".

- b. Concept for the MDC Medical Campus Building: The College may consider alternatives to the development and construction of its portion of the Project, as follows: (1) Offeror develops and constructs the building shell and interior space of the Center for the College; (2) Offeror develops and constructs the building shell for build-out of the Center by the College at its cost; or (3) another structure by which the College may meet, at a minimum, its desired components of this project.

Provide a graphic and narrative description of Offeror's proposed concept for the MDC Medical Campus Building utilizing the floor space needs identified in Exhibit A, including:

- i. Proposed type of construction, highlighting the general architectural features; and
  - ii. The proposed pedestrian connection between the new Medical Campus Building and the existing MDC Medical Campus; and
  - iii. A preliminary estimate of the total construction costs (based on square footage) for each building alternative described in b (1), (2) or (3) above.
- c. Concept for Mixed Use Development: The College intends to retain its fee-simple interest in the Property. It welcomes creative approaches as to the "deal architecture," whether in the form of a long-term ground lease and sublease back to the College, or an air rights transaction. The Mixed Use Development may include residential, office and retail, parking, hotel, conference center and other commercial uses so long as they comply with all applicable federal, state and local regulations, construction codes, design guidelines and covenants.

Provide a graphic and narrative description of Offeror's proposed concept for the Mixed Use Development project, including:

- i. Conceptual plan for the entire Medical Campus mixed use development showing the overall layout of all proposed buildings within the complex including their approximate dimensions (square feet and building height/floors); and
- ii. Description of the proposed development, the type of uses being proposed (i.e. hotel, conference center, retail, office, residential, parking, etc.), approximate square footage (gross and rentable) devoted to each use, number of floors, and general architectural and

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- landscape features. If retail space is proposed, type of retail tenant anticipated; and
- iii. Proposed architectural design concept, construction type, exterior composition and finishes; and
  - iv. Parking needs for the development; and
  - v. Preliminary estimates of the total construction costs for the development (based on square footage); and
  - vi. A preliminary project schedule showing proposed phasing and sequencing of construction activities.
- d. Additional Considerations: The Offeror should address the following additional considerations:
- i. If a residential component is proposed as a part of the Mixed Use Development, describe any workforce housing opportunities for MDC faculty and staff;
  - ii. Describe how the Project can be developed in an environmentally sustainable manner;
  - iii. Describe any internship opportunities for MDC students and employment opportunities for MDC students and graduates; and
  - iv. Describe how MDC logo, branding and promotional opportunities will be created and incorporated into architectural elements of the Project.

**3. Financial Considerations.**

The Offeror must submit sufficient information to show financial capacity to undertake and complete the Project in its entirety and a basic long term rental proposal for the ground lease and sub-lease or other proposal for execution of the transaction.

- a. Financial Capacity: Offeror must provide:
- i. Three (3) financial references;
  - ii. Recent history of obtaining financing commitments for similar projects;
  - iii. List of projects in the pipeline, including status, location, financial commitment required; and
  - iv. Real estate portfolio listing project name, location, date complete, project size and nature, role in project, project cost, ownership interest and occupancy rate.
- b. Structure of Proposal: The Offeror must address their proposed legal relationship with the College for ownership of the proposed development. The College will entertain proposals to ground lease the Property for the

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entire Project and sub-lease or other form of transaction. If applicable, air rights could be leased to the Offeror under a triple-net lease. The Lessee will be responsible for all costs and expenses arising from the development, construction, use, operation, maintenance or occupancy of the Property, including property taxes and insurance costs. It will be the responsibility of the Offeror to arrange the necessary debt financing and equity to complete the entire project.

The Offeror must identify a preferred financial structure and discuss the following, as applicable:

- i. Description of financing for the entire project;
- ii. Proposed term of the ground lease agreement (base term and renewal options);
- iii. Proposed annual lease payment to the College, proposed annual escalation, and terms of payment;
- iv. Approach to transition to a new land use in the case of business failure;
- v. Exit strategy at the conclusion of the lease;
- vi. Structure of participation rent or sharing of retail revenues;
- vii. Proposed financial consideration to the College for the purchase of air rights, if proposed; and
- viii. Basis for fair market value assessment, including any air rights appraisals, if proposed.

**4. Experience of Offeror and Key Personnel.**

- a. Company Background and Business Success: Provide a brief description of Offeror's company background and history for each member of the team, including:
  - i. Primary type and nature of business;
  - ii. Number of years in business;
  - iii. Projects that are similar to that being proposed in response to this ITN, including type of project, location, total development cost, duration of project; name, address and telephone number of contact person for projects listed above;
  - iv. Experience with developing multi-use complexes, including educational, medical, hotel, office, retail, auditorium or conferencing venues and parking structure facilities;
  - v. Organizational chart showing all individuals and their titles;
  - vi. Team's qualifications, including experience, qualifications and other vital information, licenses and corporate registrations; and
  - vii. Experience with public/private partnerships and air rights projects, if proposed (for both the Offeror and key personnel).

**5. References.** List of three professional references, including:

- a. The name, address, telephone number and email address of each reference.

The College reserves the right to consider all relevant and reasonable criteria, which may or may not be expressed in this Invitation to Negotiate, in selecting the successful submission. In evaluating the Letters of Interest, the College will consider (along with all other relevant and reasonable criteria) the criteria in the following order of importance:

**MOST IMPORTANT**

- |   |    |
|---|----|
| i. Proposed Project Concept<br><i>(Plan for Accomplishing the Project Requirements, Goals and Objectives)</i>                                   | 30 |
| ii. Business Terms<br><i>(Financial Considerations and proposed legal relationship with the College for ownership of the proposed facility)</i> | 35 |

**IMPORTANT**

- |   |    |
|---|----|
| iii. Company Background and Business Success<br><i>(Ability to Develop the Project / Experience of Offeror and Key Personnel)</i> | 20 |
| iv. Other Information; and local small business utilization<br><i>(Additional Items)</i>  | 10 |
| v. References   | 5  |

The Evaluation criteria will be scored on a weighted scale of "0" to "5, The scoring scales will be as follows: 0-Not Acceptable, 1-Marginal, 2- Good, 3-Very Good, 4-Excellent, and 5-Outstanding, with the maximum number of points available for each criteria as noted in each outlined items above. The total maximum number of points to be scored under this process is 500. This in no way limits the information that may be used to evaluate each criteria; it merely serves as a guide.

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**6. ITN Timeline. (Medical Campus)**

The following timeline governs this ITN bidding process and negotiation phases. The timeline that follows will serve as guidance but it may be amended as appropriate. The College's Purchasing Department will provide notice of such changes on the MDC website.

<u>DATE</u>	<u>EVENT</u>
August 9, 2013	Issuance of Invitation to Negotiate
August 13, 2013	Legal Public Advertisement
September 18, 2013	*Pre-Proposal Meeting (Non-Mandatory)
October 11, 2013	Last date to present written questions
October 25, 2013	Posting of responses to written questions
December 6, 2013	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)
December 13, 2013	*Evaluation Committee Meeting #1
December 19, 2013	*Evaluation Committee Meeting #2
January 7, 2014 (if necessary)	*Evaluation Committee Meeting #3
February, 2014	Begin Formal Negotiations
TBD	Best and Final offer and administration recommendation of award
TBD	Posting of recommended Best and Final Offer
TBD	*District Board of Trustees Meeting for approval of recommended vendor and Best and Final Offer

*\* These scheduled meetings are advertised and open to the public.*

It is anticipated that Evaluation Committee Meetings may take place at the Medical Campus, 950 NW 20<sup>th</sup> Street, Miami, FL 33127 room number will be announced at a later date. If the time, date or location of events in the above listed timeline changes, the changes will be posted via issued addenda and posted on the Purchasing Department's Webpage at <http://www.mdc.edu/purchasing/bids.asp> at least 24-hours before the scheduled meeting. Meetings marked with an asterisk are public meetings.



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### B. PRE-PROPOSAL MEETING

The College will conduct a pre-proposal meeting on September 18, 2013 at 10:00 a.m. at the Medical Campus, 950 NW 20<sup>th</sup> Street, Room #1175, Miami, FL 33127. Attendance at the pre-proposal meeting is highly encouraged as Proposers will get a better understanding of the all the requirements and information to be submitted as part of this Invitation to Negotiate.

Notification of attendance form (**EXHIBIT F**) found on page 28 is to be e-mailed to: [rmartin9@mdc.edu](mailto:rmartin9@mdc.edu) before September 17, 2013 at 12:00 p.m.

The pre-proposal meeting is considered part of the ITN process. This will be the only time the COLLEGE staff and administration will be available for questions related to this ITN solicitation. Any changes or additions to the ITN specifications made during the pre-proposal meeting will be issued as an addendum. Any addendum(s) issued will become a part of the ITN. Proposers must acknowledge receipt of all issued addendums by signing and returning the signed Acknowledgement of Addenda Receipt Form (**EXHIBIT G**) found on page 29 and include the form in their ITN solicitation response.

### C. TERMS AND CONDITIONS

The College's Terms and Conditions for the Evaluation Criteria are provided in Exhibit B of this ITN. All Project proposals contained in the Letters of Interest submittals will be evaluated by the College prior to formal negotiations with the short listed Offeror(s). The terms and conditions for the formal negotiation phase of the ITN will be provided to the short listed Offerors. After the District Board of Trustees approves the recommended Final and Best Offer, the College will finalize all necessary contractual documents for this Project with the successful Offeror. The contractual documentation will be based on the negotiated terms of the Final and Best Offer, College Procedure, Florida Law and any other governing laws and regulation.

The College's statement regarding Small Local, Women and Minority business enterprises is provided in Exhibit C of this ITN.

### D. OTHER INFORMATION

1. The Property/Project is within the Healthcare District of Greater Miami.
2. The College may reserve naming rights for the proposed facility(s) and all appurtenant structures within the complex. This right does not apply to trademarked corporate names either owned by or licensed to franchisees that may occupy the proposed complex facilities.



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**EXHIBIT A**  
**Medical Campus - Center for Learning, Innovation and Simulation**

<b>SPACE NEEDS</b>	<b>NSF</b>	
<b>CLASSROOMS</b>	<b>19,500</b>	
<b>LABS</b>		
Nursing Skills Lab (RN-BSN)	12,255	
Nursing Simulation Lab	13,134	
Wet Lab (Clinical Studies)	<u>7,000</u>	
<b>SUB-TOTAL</b>	<b>32,389</b>	
Practical Nursing Lab (LPN)	11,120	
Health Information Management Lab	3,900	
Physician Assistant Lab (BAS) Lab	<u>4,060</u>	
<b>SUB-TOTAL</b>	<b>19,080</b>	
Medical Records Transcription Lab	<b>3,650</b>	
Physical Therapy Assistant/Wellness Center	<b>12,475</b>	
<b>LIBRARY RESOURCE/ASSESSMENT</b>		
Library Resource Center	5,475	
Computer Assessment	<u>2,350</u>	
<b>SUB-TOTAL</b>	<b>7,825</b>	
<b>AUDITORIUM/EXHIBITION</b>	<b>6,644</b>	
<b>BREAKOUT ROOMS</b>		
Breakout Rooms	12,500	
Meeting Rooms	<u>1,250</u>	
<b>SUB-TOTAL</b>	<b>13,750</b>	
<b>CENTER FOR INNOVATIVE TEACHING &amp; LEARNING/STORAGE</b>		
Center for Innovative Teaching & Learning	1,250	
Storage	<u>1,500</u>	
<b>SUB-TOTAL</b>	<b>2,750</b>	
<b>GARAGE RESERVED MDC PARKING SPACE REQUIREMENT: 1,450</b>		
<b>TOTAL PROGRAM (NSF)</b>		<b>118,063</b>
<b>NET to GROSS SQ FEET ratio = .4204</b>		<b>49,634</b>
<b>TOTAL PROGRAM (GSF)</b>		<b>167,697</b>



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### EXHIBIT B

#### TERMS AND CONDITIONS

The term "Offeror" will be used to denote an individual, partnership, joint venture, corporation who submits a proposal to the ITN.

The terms "The College" or "Miami Dade College" will be used interchangeably to denote the District Board of Trustees of Miami Dade College throughout this Invitation to Negotiate.

#### Selection Process

The successful Offeror(s) will be selected based on the Evaluation Criteria described in this Invitation to Negotiate. However, other criteria or pertinent information may also be used in the evaluation of the proposals as determined by the College.

#### Laws, Ordinances, Rules, Regulations, Permits, and Licenses

Any professionals on the Offeror(s)' team who are required by Florida law to be licensed shall provide their respective Florida license number(s).

The Offeror(s) shall observe and obey all the laws, ordinances, rules, regulations, and policies of the District Board of Trustees of Miami Dade College and the Federal, State and local governments that may be applicable to the Offeror(s)' operations at the Project site, and at the sole cost of the Offeror, obtain and maintain all permits and licenses necessary with such requirements and standards.

#### Assignment

No Offeror(s) may assign any duties or obligations that may arise under this ITN or any resulting agreement(s) or contract(s), without the prior written consent of the College.

#### Offeror's Expense

All Letters of Interests, artist renderings, architectural drawings and/or plans submitted in response to this ITN or any of the Property shall be at the sole expense of the Offeror. The Offeror shall be solely responsible for such expenses whether or not any agreement is executed as a result of this ITN.



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### Confidentiality

By submitting a Letter of Interest, the Offeror acknowledges and agrees that any part of their proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

### Authorization to Transact Business

The Offeror must be duly authorized to transact business in the State of Florida. If Offeror is a State of Florida Corporation, please attach a copy of the Charter Certificate to the proposal response.

### Joint Ventures

The College reserves the right to request a copy of a Joint Venture agreement and/or governing documents to MDC prior to final selection under this ITN process. If available, at proposal submission deadline, Offeror may include a copy of their Joint Venture agreement or other governing documents in their proposal response.

### Financial Information

If an Offeror is short listed, the Offeror will be requested to submit its most recent financial statements, preferably certified and prepared by an independent public accountant of the State of Florida and with an opinion from a certified auditor. All Offerors shall include a statement of disclosure of all prior claims (whether or not presently resolved), threatened claims, all current or pending litigation, arbitration, mediation, or other unresolved claims involving the Offeror, Consultants, or its respective principals for a period of five years prior to the submission of the proposal.

### Sworn Statement on Public Entity Crimes

The Offeror shall submit a completed (with all blanks filled in), executed and properly notarized "Sworn Statement Under Section 287.1 33(3)(a), Florida Statutes, on Public Entity Crimes" (Florida Department of General Management Form PUR 7068 and attached hereto, the "Public Entities Crime Form") certifying whether the Offeror, or an affiliate of the Offeror (as that term is defined in §287.133, Florida Statutes, collectively, the "Public Entity Crimes Statute") has been convicted of a "public entity crime" (as that term is defined in the Public Entity Crimes Statute). (See, Exhibit E of this ITN).



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### Other Supporting Data

The Evaluation and Negotiation Committees or the Board may require additional information as deemed necessary or appropriate for this ITN.

### Insurance and Bond Requirement

The successful Offeror must be able to obtain the required insurance and bond(s) necessary for this Project, and as required by the College and Florida law.

### Evaluation and Review Process

The Evaluation Committee shall review and rank all Offerors who have submitted Letters of Interest in accordance with the requirements of this ITN. (See Section III A. Evaluation Criteria & Process).

The complete Invitation to Negotiate will be posted on the College's website, <http://www.mdc.edu/purchasing/bids.asp>. Addenda and other information will be posted on the website throughout the solicitation process. Offerors are encouraged to monitor the website throughout the solicitation process and prior to submitting Letters of Interest.

**Contact with anyone other than the Director of Purchasing may result in rejection of the Letter of Interest.** Please review the information on the website prior to submitting questions to Roman Martinez, Director of Purchasing: via fax (305) 237-0737, telephone (305) 237-0012 or email [rmartin9@mdc.edu](mailto:rmartin9@mdc.edu)

### Contingent Fees

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure a contract under this ITN or Project for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach of violation of this warrant, the District Board of Trustees shall have the right to annul any resulting contract without liability or, in its decision, to deduct from the contract price without consideration or otherwise recover the full amount of such commissions, percentages, brokerage or contingent fee.

### Indemnification

To the fullest extent permitted by law, the Offeror shall defend, indemnify and hold harmless the College, its District Board of Trustees, officials and employees or agents from and against all claims, damages, losses and expenses (including court costs and



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attorney fees) arising from the acts, errors, mistakes, omissions, work or service of the Offeror, its board, employees, agents or any of the Offeror's subcontractors in the performance of contracts for the Project.

### General Information

The Letter of Interest must be signed by an authorized officer or agent for the Offeror. The Letter of Interest (with all requisite copies) and all supporting documentation must be submitted in a sealed envelope bearing the ITN number on the outside. The Letter of Interest package may be mailed or delivered to the Purchasing Department located at:

Miami Dade College, Kendall Campus  
Attn: Roman Martinez, CPPO, CPPB, Director of Purchasing  
Purchasing Department  
Building 9, Room 9254  
11011 Southwest 104<sup>th</sup> Street  
Miami, Florida 33176-3393

on or before the submittal deadline (see, section III (A) (6), on Page 14 of the ITN Timeline). Submittal packages delivered to other locations, including the mailrooms at other College campuses, may be deemed non-responsive if the Offeror fails timely to redeliver the submittal to the above stated address. The Offeror is solely responsible for ensuring that their submittals are timely delivered to the correct address.

Untimely submissions, for any reason, will result in the Letter of Interest package being returned, unopened and will be deemed non-responsive.

Offerors will not be allowed to withdraw or modify their Letter of Interest submittal packages after of the submittal deadline.

### MDC Privileges

Miami Dade College reserves the right to accept or to reject any or all Letters of Interest; to make the award to the Offeror who, in the opinion of the College, proposes the best value for the College and the State of Florida. Miami Dade College also reserves the right to evaluate Offeror's performance based on references, which the College may request from other entities. Miami Dade College reserves the right to inspect all facilities developed or constructed by the Offeror in order to make a determination as to the workmanship and quality of the Offeror's past relevant projects. The College reserves the right to cancel, withdraw, or terminate this ITN, or any portion of this ITN process.



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### MDC Reservation of Rights

Miami Dade College reserves the right to waive irregularities and technicalities and request re-offers under this ITN.

### Responsibility of Offeror

The Offeror(s) shall be responsible for reading this ITN document very carefully and understanding completely the requirements and scope of work contained herein.

### Conflict of Interest

The award hereunder is subject, but not limited, to the provisions of Chapter 112, Florida Statutes. All Offerors must disclose, as part of their Letters of Interest submittal, the name of any Board member, officer, director or agent who is also an employee of Miami Dade College. Further, all Offerors must disclose the name of any College Board member or employee who owns, directly or indirectly, an interest of more than five per cent (5%) in the Offeror's subsidiaries, branches, or parent company or in the Offeror's proposed subcontractors, if any.

### Protests

All protest regarding the ITN document or of the College's notice of intent to award shall be in accordance with College Procedure 6010 (2005), "Bid Protest for Procurement" and §120.57(3), Florida Statutes (2013).

The Offerors shall execute an agreement not to sue the Miami Dade College in connection with this ITN. The agreement not to sue will provide that the Offeror may exhaust its administrative remedies in accordance with College Procedure 6010, Bid Protest for Procurement and Section 120.57(3), Florida Statutes (2013) as its sole and exclusive remedy.



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**EXHIBIT C**

**SMALL LOCAL BUSINESS ENTERPRISE (SLBE), AND MINORITY BUSINESS ENTERPRISES (MBE) REPORTING**

Pursuant to Miami Dade College policies and procedures, the College has a Small Local Business Enterprise (SLBE) Policy VI-4 and Procedure No. 6550 and a Minority Business Enterprise Policy, VI-3A. Accordingly, the College reserves the right to include the SLBE Incentives in the procurement of this process. Miami Dade College encourages the participation of small, local and minority/women owned business enterprises, in all contracts, subcontracts and joint ventures associated with this Project.

This project will be reviewed on a case by case basis in utilization of the Miami Dade College SLBE Incentives outlined in Procedure 6550. The incentives commitment will be decided with the College and the awardee. The incentives can include but, not limited to Mandatory Subcontracting, Preference Points or Sheltered Market contracts. No person, agency or company shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Miami Dade College procurement on the basis of race, color, religion, national origin, age, gender, disability or marital status. The successful Offeror will be required to identify their partnerships, joint ventures and/or contracts with small local, minority or women-owned businesses.



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**EXHIBIT D**

**NON-DISCRIMINATION IN EMPLOYMENT FORM**

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485) "During the performance of this contract the Offeror agrees as follows:

"(1) The Offeror will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Offeror will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The Offeror will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the Offeror's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The Offeror will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.



## INVITATION TO NEGOTIATE

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"(5) The Offeror will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and its Committees for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the Offeror's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Offeror may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The Offeror will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Offeror will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the Offeror becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Offeror may request the United States to enter into such litigation to protect the interests of the United States."

Legal Name of Offeror: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Manual)

By: \_\_\_\_\_  
Name (Typed)

Date: \_\_\_\_\_



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**EXHIBIT E**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to MIAMI DADE COLLEGE

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_.  
[Social Security Number]

2. I understand that a "public entity crime" as defined in §287.133 (1)(g), Florida  
Statutes, means:

A violation of any state or federal law by a person with respect to and directly related to  
the transaction of business with any public entity or with an agency or political  
subdivision of any other state or of the United States, including, but not limited to, any  
bid or contract for goods or services to be provided to any public entity or an agency or  
political subdivision of any other state or of the United States and involving antitrust,  
fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in §287.133 (1)(b), Florida  
Statutes, means a finding of guilt or conviction of a public entity crime, with or without an  
adjudication of guilt, in any federal or state trial court of record relating to charges  
brought by indictment or information after July 1, 1989, as a result of a jury verdict, non  
jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in §287.133 (1)(a), Florida Statutes, means:



## INVITATION TO NEGOTIATE

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A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in §287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Initial next to statement that applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or against who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of



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Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN §287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally known \_\_\_\_\_ OR produced identification\_\_\_\_\_.

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_

(Printed typed or stamped commission name of notary public)



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**EXHIBIT F**

**PRE-PROPOSAL CONFERENCE REGISTRATION FORM**

**Invitation to Negotiate # 2014-21-9**

**PROPOSED RETAIL/COMMERCIAL/FOOD SERVICES FOR  
THE NEW STUDENT SUPPORT BUILDING AT THE WOLFSON CAMPUS,  
DOWNTOWN MIAMI, FLORIDA**

Please use this form to indicate your attendance at our Pre-proposal Meeting scheduled for meeting on September 18, 2013 beginning at 10:00 a.m. at the Medical Campus, 950 NW 20th Street, Room #1175, Miami, FL 33127.

Please type or print the information requested below, then fax to Miami Dade College, **attention Roman Martinez, Group Director-Purchasing**, fax no. **305-237-0737** or e-mail address at [rmartin9@mdc.edu](mailto:rmartin9@mdc.edu) by September 17, 2013 no later than 12:00pm.

VENDOR Name: \_\_\_\_\_

VENDOR Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

YES\_\_\_\_\_ I will be attending the Pre-Proposal meeting on **September 18, 2013**.

NO\_\_\_\_\_ I will not participate in the Invitation to Negotiate and will not be present at the meeting scheduled for September 18, 2013.

*I understand that this will not affect our status as a potential vendor providing services to Miami Dade College.*



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**EXHIBIT G**

**ACKNOWLEDGEMENT OF ADDENDA RECEIPT FORM**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP: 2014-21-9 for Public / Private Partnership for the Medical Campus.

Addendum No. 1, Dated \_\_\_\_\_

Addendum No. 2, Dated \_\_\_\_\_

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Addendum No. 5, Dated \_\_\_\_\_


Part II: \_\_\_\_\_ No addendum was received in connection with this ITN.

\_\_\_\_\_  
(Proposer's Name)


\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**EXHIBIT H**



MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER  
**Carlos Lopez-Cantera**  
PROPERTY APPRAISER



[Property Appraiser Home](#)
[Exemptions & Other Benefits](#)
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**Search:** 950 NW 20 ST MIAMI FL 33127

Enter either folio, owner name, or address.

**Folio:** 01-3135-002-0030

**Property Address:** 1000 NW 20 ST

**Owner:** MIAMI DADE COMMUNITY COLLEGE

**Mailing Address:** 300 NE 2 AVE  
MIAMI FL 33132-2204

**Selected Property Information** [Back to Results](#)

- Property Information
- Full Legal Description
- Assessment Information
- Exemption Information
- Sales Information
- Additional Information

**Featured Online Tools**

- Tax Comparison
- Tax Estimator
- TRIM Notice
- View Taxes
- Additional Online Tools

<b>Primary Zone:</b>	8000 GOVERNMENT & INSTITUTIONS
<b>Land Use:</b>	0065 PARKING/VACANT LOT ENCLOSED
<b>Beds/Baths/Half:</b>	0/0/0
<b>Floors:</b>	0
<b>Living Units:</b>	0
<b>Adjusted Sq Footage:</b>	0
<b>Lot Size:</b>	4 ACRES
<b>Year Built:</b>	0

Street Map | Aerial Map

