PUBLIC/PRIVATE PARTNERSHIP FOR THE DEVELOPMENT OF A MIXED USED PROJECT AT 520 BISCAYNE BOULEVARD, MIAMI, FLORIDA 33132

SUPPLEMENTAL INFORMATION PACKAGE

Proposals will be accepted prior to **3:00 P.M.**, on January 19, 2016 at the Purchasing Department, Kendall Campus, Room 9254, 11011 SW 104th Street, Miami, FL 33176. The time will be based on the time clock located in the Purchasing Department. Any proposal received after 3:00 P.M. will not be accepted and will be returned to the vendor unopened.

Roman Martinez, MPA, CPPO, CPPB, Group Director - Purchasing
I. INTRODUCTION AND BACKGROUND INFORMATION

A. Unsolicited Proposal.

On May 8, 2015 Miami Dade College ("MDC" or the "College") received an unsolicited proposal ("USP") pursuant to Florida Statute 287.05712 ("P3 Statute") from Nader + Museu I Limited Liability Limited Partnership ("Proposer"). The USP proposes to develop a mixed use project which includes, among other things, the Nader Latin American Art Museum at MDC and cultural center for the benefit of the College and private development components containing a hotel, residential condominium units and a culinary venue on a parcel of land located at 520 Biscayne Boulevard, Miami, Florida 33132 ("Property"). MDC is considering the USP and published in the Daily Business Review and Florida Administrative Register a preliminary notice on August 4, 2015 ("Preliminary Notice"). MDC provided formal notice of the USP in accordance with the P3 Statute on October 20, 2015 ("Legal Notice"). Copies of the USP, Preliminary Notice and the Legal Notice can be found at www.mdc.edu/purchasing. As per the P3 Statute and the Legal Notice, MDC is providing other interested prospective offerors ("Offerors") the opportunity to submit their proposals for a public private partnership for a mixed use development of this Property (each a "Proposal").

MDC has prepared this Supplemental Information Package for USP3 2015-20-10 ("USP3") to provide additional information to those potentially interested in providing submissions pursuant to the Legal Notice and the P3 Statute in order to clarify its goals and objectives in connection with the potential mixed use development of the Property ("Project").

B. Property Information.

The Property is a 2.6+/-. acre parcel located at 520 Biscayne Boulevard, Miami, Florida 33132 bordered by NE 6 Street to the North, NE 5th Street to the South, Biscayne Boulevard to the East, and NE 2 Avenue on the West side of the site and is immediately south of the Freedom Tower and adjacent to MDC’s Wolfson Campus. The deed for the Property in favor of MDC and a survey of the Property are attached as Exhibit A. The Property is presently used as a surface parking lot. The Property is located within the boundaries of Southeast Overtown Park West CRA which promotes and fosters the development of properties within its boundaries. As a key stakeholder in the revitalization of downtown Miami MDC recognizes that the Property; (i) is one of the premier remaining undeveloped sites on Biscayne Boulevard, (ii) is in the heart of Miami’s central business district and (iii) has significant value. MDC would like to consider all potential proposals for the development of the Property in order to maximize its value while taking into account the long term impact of the development on the College and the surrounding community. MDC encourages proposals that are innovative in terms of design, concept and financing.
structures. MDC is a political subdivision of the State of Florida, having all the benefits thereof, and is prepared, if necessary, to retain ownership of the Property and carry the land until development is certain.

C. Miami Dade College and its Wolfson Campus.

MDC is the largest public institution of higher education in America, enrolling more than 160,000 students at eight campuses throughout Miami-Dade County, Florida. 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. 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 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. For more information on Miami Dade College, its students and unique educational environment, visit its website at www.mdc.edu.

D. Required & Preferred Development Parameters.

While MDC encourages Offerors to be innovative, at a minimum, MDC requires that the development of the Property include the following components to be owned and controlled by MDC (collectively, and with other improvements at the Property to be owned and controlled by MDC, the "Public Improvements"):

- A Cultural Center containing:
  - A performing arts theater with a minimum capacity of 1,600 seats. The theater should incorporate all the necessary back stage elements and the ability to decrease the space capacity of the theater in order to accommodate smaller audiences.
  - A conference center with a minimum capacity of 3,000 people which shall include break-out rooms and storage rooms.
  - A museum space of at least 100,000 square feet including educational facilities, office space, storage rooms and other complimentary ancillary facilities.
  - All the necessary state-of-the-art furniture, fixtures and equipment for the Cultural Center.
• Prominent frontage for the College on Biscayne Boulevard.
• Parking for the 228 surface spaces to be displaced by the proposed development of the Property and any additional parking needs of the Project.

In addition to the minimum components, MDC requires that the proposed development:

• Contains a design and materials of the highest quality.
• Is sensitive to the importance to the College and the community of the adjacent Freedom Tower and shall not obstruct its view or access.
• Compliments the College's use of the Property and the surrounding Wolfson Campus.
• Complies with the provisions of Florida Statutes Section 1013.28 to the extent that any Offeror desires to own fee simple title to any portion of the Property.
• Complies with all applicable laws and regulations.

In addition to the requirements above the MDC prefers that the proposed development:

• Includes participation by small local, minority/women-owned business enterprises as vendors and contractors.
• Provides for the College's ability to reserve naming rights for the proposed Public Improvements. This right does not apply to trademarked corporate names either owned by or licensed to franchisees that may occupy the proposed complex facilities.

In connection with the proposed development of the Property the Offeror will be responsible for final determination of existing conditions and regulatory requirements for the development of the Property such as, but not limited to, environmental, geotechnical, utilities, storm water management, zoning, concurrency, etc.

E. Submission Deadline and Questions.

Proposals should be submitted to the College's purchasing department as set forth in Section II not later than 3:00 P.M. Eastern Time on January 19, 2016. Responsive Proposals and USP will be evaluated and ranked based upon the criteria set forth in the SIP. MDC will then determine which of the Offerors (including the Proposer) with the highest ranking Proposals with whom it will enter into formal negotiations. Which Offerors (including the Proposer) the College enters into formal negotiations with is at the College's sole discretion and the College reserves the right to reject all Proposals.

Any questions regarding the Legal Notice or submissions in connection therewith must be submitted to the College’s Director of Purchasing (whose contact information is provided in Section II) within the time-period allowed for questions as provided in Section IV.
II. SUBMITTAL REQUIREMENTS FOR A PROPOSAL PACKAGE

Interested parties are invited to submit a Proposal, 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. Proposals should 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 Proposal. Information contained in the Proposal packages should 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 Proposal submittal must include enough detailed information to provide the College with a basis for selecting one or more Offerors for formal negotiations. All Offerors shall propose Financial Considerations as part of the initial Evaluation Criteria (See Section II); however the College and short listed Offeror(s) will finalize the financial terms and conditions during the formal negotiation phase of this process. Therefore, more detailed financial information will be requested as part of the formal negotiation process.

Proposals must be delivered to Miami Dade College, Kendall Campus, Director of Purchasing, Purchasing Department, Building 9, Room 9254, 11011 Southwest 104th Street, Miami, Florida 33176-3393, to be received before 3:00 p.m., Eastern Time on January 19, 2016. The submissions will be publicly opened in accordance with the proposed Timeline set forth below. Submissions may not be faxed or emailed. Submissions must be clearly identified on the outside of the envelope as:

MIAMI DADE COLLEGE: USP3 # 2015-20-10
PUBLIC/PRIVATE PARTNERSHIP FOR 520 BISCAYNE BOULEVARD

The complete SIP 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 Offerors are encouraged to monitor the website throughout the solicitation process and prior to submitting Proposals. A “Cone of Silence” is imposed on this solicitation which starts upon the publishing of the Legal Notice for the USP3 and ends 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 Proposal 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.
The College will not be, in any way, responsible for any delays in the delivery of the Proposals to:

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

A Proposal package should include the following information:

1. **Cover Letter and/ or Executive Summary.**

The cover letter or executive summary 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 Proposal 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 completing similar projects, especially in the financing, design, construction, operation and maintenance of commercial, educational, cultural, residential, office, parking garage and other mixed-use type of developments; and

   e. A concise summary of the development proposal for the overall Project, including the Public Improvements.

2. **Project Concept.**

   a. **Overall Project Concept:**

   The Proposal 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 College.

b. Concept for the Public Improvements:

Provide a graphic and narrative description of Offeror’s proposed concept for the proposed development, including:

i. Proposed type of construction, highlighting the general architectural features; and

ii. The proposed connection and relationship between the Wolfson Campus, The Freedom Tower and Biscayne Boulevard;

iii. A preliminary estimate of the total costs of the Public Improvements; and

iv. A plan, if any, to delineate the Public Improvements from the Private Improvements (defined below).

c. Concept for Private Sector Improvements and Overall Mixed Use Development of the Project:

The private sector component of the Project (“Private Improvements”) may include residential, office, retail, parking, hotel, 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 Private Improvements and the overall Project, including:

i. Conceptual plan for the entire Project concept 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, retail, office, residential, parking, etc.), approximate square footage (gross and rentable) devoted to each use, number of floors, and general architectural and landscape features; and

iii. Proposed architectural design concept, construction type, exterior composition and finishes; and
iv. Parking needs for the development; and

v. A preliminary project schedule showing proposed phasing and sequencing of construction activities; and

vi. Proposed ownership structure.

d. **Additional Considerations:** The Offeror should address the following additional considerations:

ii. Describe how the Project can be developed in an environmentally sustainable manner;

iii. Describe any internship or scholarship opportunities for MDC students and employment opportunities for MDC students and graduates;

iv. Describe how MDC logo, branding and promotional opportunities will be created and incorporated into architectural elements of the Project; and

v. Other financial considerations or benefits to MDC (e.g. endowment for capital improvements or profit participation).

3. **Financial Considerations.**

The Offeror should submit sufficient information to show financial capacity to undertake and complete the Project:

a. **Financial Capacity:** Offeror is to provide:

i. Three (3) financial references;

ii. Recent history of obtaining financing commitments for similar projects;

iii. List of Offeror's and its affiliates' projects in the pipeline, including status, location, financial commitment required; and

iv. Real estate portfolio listing project name, location, date of completion, project size and nature, role in project and/ or ownership interest.

b. **Structure of Proposal:** The Offeror should address their proposed legal relationship with the College for ownership of the proposed development. 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. Structure of financial participation by College; and

iii. Proposed financial consideration to be provided to the College.

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 the proposed development, 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 residential, cultural center, educational, hotel, office, retail, auditorium or conferencing venues and parking structure facilities;

   v. Organizational chart showing the principals 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 (for both the Offeror and key personnel).

5. **References.**

Proposer is to provide a list of three professional references, including the name, address, telephone number and email address of each reference.
6. Conflicts of Interest.

The College has retained Ashlin Group as its real estate advisor and Bilzin Sumberg as its outside legal counsel. Any conflicts or potential conflicts of interest with these entities shall be disclosed in writing. Each Offeror shall be required to waive any legal conflict of interest it may have with the Bilzin Sumberg law firm so Bilzin Sumberg can continue to act as the College's legal counsel.

7. Agreement Not to Sue.

Each Offeror will be required to submit an Agreement Not to Sue substantially in the form attached here to as Exhibit H.
III. EVALUATION CRITERIA AND PROCESS

The College will review and evaluate the Proposal packages, and may request interviews, to determine the Offeror(s) with whom it wishes to enter into formal negotiations for the development of the 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 USP3 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 may or may not be expressed in this USP3, in selecting the successful Offeror. In analyzing the Proposals 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 Proposals are outlined below. The Evaluation Criteria and relative weights for the Proposals may differ from the criteria and weights that may be applied during the formal negotiation phase.

1. Evaluation Criteria

In evaluating the Proposals, the College will consider (along with all other relevant and reasonable criteria) the criteria in the following order of importance with the corresponding weighted points assigned:

i. Proposed Project Concept
   (Plan for Accomplishing the Project Requirements, Goals and Objectives) 30

ii. Company Background, Financial Strength and Business Success
    (Development Experience and Financial Ability to Develop the Project, Experience of Offeror and Key Personnel, and References) 30

iii. Business Terms
     (Financial Considerations and proposed legal relationship with the College for ownership of the proposed facility) 30

iv. Other Information; and local small business utilization
    (Additional Items) 10
2. Scoring

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- Satisfactory, 3-Good, 4-Very Good, and 5-Excellent, 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.

3. Terms and Conditions

The College’s Terms and Conditions for the Evaluation Criteria are provided in EXHIBIT B of this SIP. All Responsive Proposals 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 USP3 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.
IV. ESTIMATED RESPONSE TIMELINE & ANTICIPATED MEETINGS.

1. Estimated Response Timeline.

The following timeline governs this P3 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.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
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<tbody>
<tr>
<td>October 20, 2015</td>
<td>Supplemental Information Package and Legal Notice published</td>
</tr>
<tr>
<td>November 4, 2015</td>
<td>*Pre-Proposal Meeting (Non-Mandatory)</td>
</tr>
<tr>
<td>November 18, 2015</td>
<td>Last date to present written questions</td>
</tr>
<tr>
<td>December 2, 2015</td>
<td>Posting of responses to written questions</td>
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<tr>
<td>January 19, 2016</td>
<td>Deadline for submittal of Proposals (Proposals due prior to 3:00 p.m. EST)</td>
</tr>
<tr>
<td>January 29, 2016</td>
<td>*Evaluation Committee Meeting #1</td>
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<tr>
<td>February 5, 2016</td>
<td>*Evaluation Committee Meeting #2</td>
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<tr>
<td>February 12, 2016 (if necessary)</td>
<td>*Evaluation Committee Meeting #3</td>
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<tr>
<td>February 2016/March 2016</td>
<td>Begin Formal Negotiations</td>
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<tr>
<td>TBD</td>
<td>Best and Final offer and administration recommendation of award</td>
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<tr>
<td>TBD</td>
<td>Posting of recommended Best and Final Offer</td>
</tr>
<tr>
<td>TBD</td>
<td>*District Board of Trustees Meeting for approval of recommended Offeror and Best and Final Offer</td>
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* These scheduled meetings are advertised and open to the public.
It is anticipated that Evaluation Committee Meetings may take place at the Wolfson Campus, 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.

2. Pre-Proposal Meeting

The College will conduct a pre-proposal meeting on November 4, 2015, at 2:00 p.m. at the Wolfson Campus, 300 NE Second Ave., Miami, FL 33132, Building 3, Room 3210. Attendance at the pre-proposal meeting is highly encouraged as Offerors will get a better understanding of the all the requirements and information to be submitted as part of this USP3.

It is requested that any prospective proposer that will be attending this meeting submit a Notification of Attendance form EXHIBIT F and email it to: rmartin9@mdc.edu before November 3, 2015 at 12:00 p.m.

This will be the only time the College staff and administration will be available for questions related to the Project. Any changes or additions to the P3 specifications made during the pre-proposal meeting will be issued as an addendum. Any addendum(s) issued will become a part of this USP3. Offerors must acknowledge receipt of all issued addendums by signing and returning the signed Acknowledgement of Addenda Receipt Form EXHIBIT G and include the form in their Proposal.
EXHIBIT A

DEED AND SURVEY

This Instrument Prepared by:

Margaret A. Rolando
Shutts & Bowen LLP
201 S. Biscayne Blvd.
1600 Miami Center
Miami, Florida 33131
(305) 379-9144

Folio Nos. 01-0106-010-1120, 01-0106-010-1110,
01-0106-010-1100, 01-0106-010-1090,
01-0106-010-1080, 01-0106-010-1070,
01-0106-010-1060, 01-0106-010-1050,
01-0106-010-1040, 01-0106-010-1030,
01-0106-010-1020, 01-0106-010-1010

TRUSTEE'S DEED

THIS INDENTURE, made this 9th day of June, 2004, between DADE HOLDINGS, INC., a New York corporation, as Trustee under Land Trust Agreement dated October 8, 2002 ("Land Trust Agreement"), whose address is 5801 North Dixie Highway, Suite 420, Fort Lauderdale, Florida 33334 ("Grantor") and THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COMMUNITY COLLEGE, FLORIDA / MIAMI DADE COLLEGE, FLORIDA, whose post office address is c/o Hogan & Hartson L.L.P., 1111 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jorge Diaz-Silveira, Esq. ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, forever, the following described property, situate in Miami-Dade County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property")

To have and to hold the Property in fee simple, together with all of Grantor's right, title, and interest in and to all easements, rights and other interests appurtenant to the Property, if any, including, but not limited to, (a) all rights of way, rights of ingress and egress, rights of reverter, tenements, hereditaments, privileges, and appurtenances in any way belonging to the Property, (b) any land lying in the bed of any alley, highway, street, road or avenue, open or proposed, in front of or abutting or adjoining the Property, (c) any strips or gores of real estate adjacent to the Property, and (d) the use of all walks, alleys, and rights of way, if any, abutting, adjacent, contiguous to or adjoining the Property.
SUBJECT to the following:

1. Taxes and assessments for the year 2004 and subsequent years.
2. All easements, reservations, restrictions and conditions of record, provided, however, that this reference shall not operate to reimpose any of the same.
3. Applicable land use, building and zoning laws, ordinances, regulations, limitations and conditions imposed or required by a governmental body, authority or agency.

Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby warrants the title to the Property (except as noted above) and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

Each of the representations, covenants, or warranties made by the Grantor herein are not made or intended as personal representations, covenants, or warranties of the Grantor but are made and intended for the purpose of binding the trust property. This instrument is executed and delivered by Grantor not in its own right, but solely in the exercise of the powers conferred upon it as trustee. No personal liability is assumed by nor shall at any time be asserted or enforceable against the Grantor or any of the beneficiaries under the Land Trust Agreement, on account of this instrument or on account of any representation, covenant, or warranty of the Grantor in this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the day and year first above written solely in its capacity as Trustee under the Land Trust Agreement.

Signed, sealed and delivered in the presence of:

DADE HOLDINGS, INC., a New York corporation, as Trustee under Land Trust Agreement dated October 8, 2002

By: Timothy E. Lincoln
Name: Timothy E. Lincoln
Title: Vice President of Dade Holdings, Inc.
Address: 201 North Dixie Highway, Suite 400, North Miami Beach, FL 33334

Witness/Name: Ramon Ramirez-Mendez
Witness/Name: Jorge Diaz-Silveira

691173-1 2
STATE OF FLORIDA  
)  
COUNTY OF (MIAMI-DADE)  
) ss:
The foregoing instrument was acknowledged before me this 9th day of June, 2004 by Timothy C. Lincoln, as Vice President of DADE HOLDINGS, INC., a New York corporation, in its capacity as Trustee under Land Trust Agreement dated October 8, 2002, who is personally known to me.

Affix notary seal:

My Commission Expires:
Exhibit "A"

Legal Description

Parcel 1

The South 70 feet of Lot 1, all of the Lots 3, 4, 5, Lots 10 and 11, less the South 10 feet thereof, Lots 12 and 13, less the South 10 feet of Lot 13, and all of the Lots 14 and 15, Block 61 NORTH, CITY OF MIAMI, according to the Plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel 2

Lot 2, the North 5 feet of Lot 1, Lot 8, less the West 10 feet thereof, and all of Lot 9, Block 61 NORTH, CITY OF MIAMI, according to the Plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

AND LESS:

A portion of Lot 8 in Block 61 North of A.L. KNOWLTON'S MAP OF MIAMI, according to the Plat thereof recorded in Plat Book "B", at Page 41 of the Public Records of Dade County, Florida being more particularly described as follows:

Begin at the point of intersection of the South line of said Lot 8 with the East line of the West 10.00 feet of said Lot 8; thence run North 02 degrees 15 minutes 50 seconds West, along the East line of the West 10.00 feet of said Lot 8, for a distance of 24.58 feet; thence run South 22 degrees 29 minutes 50 seconds East for a distance of 26.18 feet to the point of intersection with the South line of said Lot 8; thence run South 87 degrees 40 minutes 49 seconds West, along the South line of said Lot 8, for a distance of 9.06 feet to the POINT OF BEGINNING.

AND LESS:

That portion of said Lot 8, lying within the West 16.75 feet thereof, being more particularly described as follows:

Commence at the point of intersection of the South line of said Lot 8 with the East line of the West 10.00 feet of said Lot 8; thence run North 02 degrees 15 minutes 50 seconds West, along the East line of the West 10.00 feet of said Lot 8, for a distance of 75.16 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing along said East line run North 02 degrees 15 minutes 50 seconds West for a distance of 16.00 feet; thence run North 87 degrees 44 minutes 10 seconds East, at right angles to the previous described course, for a distance of 6.75 feet to the point of intersection with the East line of the West 16.75 feet of said Lot 8; thence run South 02 degrees 15 minutes 50 seconds East, along the East line of the West 16.75 feet of
said Lot 8, for a distance of 16.00 feet; thence run South 87 degrees 44 minutes 10 seconds West, at right angles to the previous described course, for a distance of 6.75 feet to the POINT OF BEGINNING.

AND LESS:

That part of Lots 8 and 9, in Block 61 North of A.L. KNOWLTON'S MAP OF MIAMI, according to the plat thereof recorded in Plat Book B, at Page 41 of the Public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 8, thence run North 87 degrees 44 minutes 10 seconds East, along said South line of said Lot 8, for 19.05 feet to the POINT OF BEGINNING, thence continue North 87 degrees 44 minutes 49 seconds East, along said South line of Lot 8 and the South line of Lot 9 for 80.24 feet, to the Southeast corner of said Lot 9; thence North 02 degrees 15 minutes 50 seconds West, along the East line of said Lot 9, for 10.00 feet; thence South 87 degrees 49 minutes 49 seconds West, along the North line of the South 10.00 feet of said Lot 9, for 3.51 feet to the point of curvature of a circular curve to the right having a radius of 88.00 feet; thence 99.67 feet along the arc of said circular curve to the right, through a central angle of 64 degrees 53 minutes 42 seconds to a point on the East, line of the West 16.75 feet (which is not tangent to said curve); thence North 02 degrees 15 minutes 50 seconds West, along said East line of the West 16.75 feet of said Lot 8 for 14.49 feet; thence South 87 degrees 49 minutes 49 seconds West for 6.75 feet to the East line of the West 10.00 feet of said Lot 8; thence South 02 degrees 15 minutes 50 seconds East, along said East line of the West 10.00 feet of Lot 8, for 50.58 feet; thence South 22 degrees 29 minutes 50 seconds East, for 26.19 feet to the POINT OF BEGINNING.

AND LESS THOSE LANDS DESCRIBED AS:

Commence at the Southwest corner of said Lot 8, thence run North 87 degrees 44 minutes 49 seconds East, along the South line of said Lot 8, for 10.00 feet to East line of the West 10.00 feet of Lot 8; thence run North 02 degrees 15 minutes 50 seconds West, along said East line of the West 10.00 feet of Lot 8 for 91.16 feet to the POINT OF BEGINNING; thence continue North 02 degrees 15 minutes 50 seconds West, along said East line of the West 10.00 feet of Lot 8, for 18.83 feet; thence South 24 degrees 29 minutes 04 seconds East, for 17.85 feet to a point of the East line of the West 16.75 feet of said Lot 8; thence South 02 degrees 15 minutes 50 seconds East, along said East line of the West 16.75 feet of Lot 8, for 2.30 feet; thence South 87 degrees 44 minutes 10 seconds West, for 6.75 feet to the POINT OF BEGINNING.

Parcel 3

Lots 6 and 7, less the West 10 feet of Lot 7, Block 61 NORTH, CITY OF MIAMI, according to the Plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.
SKETCH OF BOUNDARY SURVEY
<table>
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<th>FOLIO NUMBER</th>
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</tr>
</tbody>
</table>

**TOTAL**: 111,637
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 USP3.

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 USP3.

Selection Process

The successful Offeror(s) will be selected based on the Evaluation Criteria described in this SIP. 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 should 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 USP3 or any resulting agreement(s) or contract(s), without the prior written consent of the College.

Offeror’s Expense

All Proposals, artist renderings, architectural drawings and/or plans submitted in response to this USP3 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 USP3.
Confidentiality

By submitting a Proposal, 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 USP3 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 should 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.
Other Supporting Data

The Evaluation and Negotiation Committees or the Board may require additional information as deemed necessary or appropriate for this USP3.

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 Proposals in accordance with the requirements of the USP3 and this SIP. (See Section III).

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 Proposals.

Contact with anyone other than the Director of Purchasing may result in rejection of the Proposal. 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.

Contingent Fees

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure a contract under this USP3 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 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 Proposal must be signed by an authorized officer or agent for the Offeror. The Letter or Interest (with all requisite copies) and all supporting documentation must be submitted in a sealed envelope bearing the USP3 number on the outside. The Proposal 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 104th Street  
Miami, Florida 33176-3393

on or before the submittal deadline (See Section II) 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 Proposal package being returned, unopened and will be deemed non-responsive.

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

MDC Privileges

Miami Dade College reserves the right to accept or to reject any or all Proposals; 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 USP3, or any portion of this USP3 process.
MDC Reservation of Rights

Miami Dade College reserves the right to waive irregularities and technicalities and request re-offers under this USP3. It is recommended that prospective proposers to this SIP submit as much information as necessary to fully and completely respond to all sections of this SIP. The College understands that responding to this SIP includes providing requested forms and/or information to be evaluated. In the event proposer does not include all requested information in its submission, the College reserves the right, in its sole discretion, to request such information from proposer. The College will provide a period for such requested information to be submitted to the College's Purchasing Department. If the requested information is not submitted by the date and time allotted by the College, then the proposer's submittal may be deemed “Non-Responsive” to the SIP requirements and may receive no consideration under this procurement process.

Responsibility of Offeror

The Offeror(s) shall be responsible for reading this SIP and all the requirements of the USP3 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 Proposals 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 USP3 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 USP3. 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.
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.
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.

"(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:  
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:

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. [Place 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 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)
EXHIBIT F

PRE-PROPOSAL MEETING REGISTRATION FORM

Please use this form to indicate your attendance at our Pre-proposal Meeting scheduled for November 4, 2015 beginning at 2:00 p.m. at the Wolfson Campus, 300 NE Second Ave., Miami, FL 33132, Building 3, Room 3210.

Please type or print the information requested below, and submit to Miami Dade College, attention Roman Martinez, Group Director-Purchasing, fax no. 305-237-0737 or e-mail address at rmartin9@mdc.edu by November 3, 2015 no later than 12:00pm.

VENDOR Name: ________________________________________________

VENDOR Address: ______________________________________________

Contact Person: ________________________________________________

Telephone: (____) ____________________________________________

Fax: (___) ____________________________________________________

Email: ________________________________________________________

YES______ I will be attending the Pre-Proposal meeting on ________________

NO_______ I will not participate in the Invitation to Negotiate and will not be present at the meeting scheduled for ______________________

I understand that this will not affect our status as a potential vendor providing services to Miami Dade College.
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 USP3:

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 USP3.

__________________________________________  ______________________
(Proposer’s Name)                          (Date)

__________________________________________
(Signature)
This Agreement Not to Sue (the "Agreement") is made and entered into this _____ day of __________, 2016, by and between Miami-Dade College, a college under the laws of the State of Florida (the "College") and _____________________________ (“Offeror”).

The College and the Offeror are hereinafter sometimes individually referred to as a "Party" and are sometimes hereinafter collectively referred to as the "Parties."

**RECITALS**

A. On May 8, 2015 Miami Dade College ("MDC" or the "College") received an unsolicited proposal ("USP") pursuant to Florida Statute 287.05712 ("P3 Statute") from Nader + Museu I Limited Liability Partnership ("Proposer"). The USP proposes to develop a mixed use project which includes, among other things, the Nader Latin American Art Museum at MDC and cultural center for the benefit of the College along with private development components including a hotel, residential condominium units, and culinary venue on a parcel of land located at 520 Biscayne Boulevard, Miami, Florida 33132 ("Property").

B. As per the P3 Statute and MDC provided other interested prospective offerors ("Offerors") the opportunity to submit their proposals for a public private partnership for a mixed use development of the Property (each a "Proposal") and issued the required Legal Notice and Supplemental Information Package ("SIP") on October 20, 2015.

C. The SIP requires that each Offeror execute an agreement not to sue the College in connection with the USP. The agreement not to sue is to provide that the Offeror must 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; and

D. Pursuant to the SIP, the Parties hereby agree and acknowledge that it would be in their mutual best interests, and in the interest of the public at large, to not have the future development of the Project unnecessarily delayed by litigation which might arise as a result of a challenge to the procurement process including, without limitation, a legal challenge instituted against the College, should Offeror not be selected by the College with respect to the potential development of the Property.

**NOW THEREFORE,** in reliance on the foregoing and in consideration of the benefits realized and accruing to both the College and Offeror upon the execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:
1. Recitals. The above Recitals are hereby incorporated by reference and made a part hereof.

2. Covenant Not to Sue. The Offeror, for itself and each and all of its respective subsidiaries and/or parent corporations, divisions, agencies, departments, affiliates, insurers, past and present officers, directors, managers, partners, members, governors, heirs, assigns, executors, successors, representatives, employees, independent contractors, attorneys, principals, partners, agents, and each and all of the foregoing persons, heirs, assigns, executors, administrators and successors, agrees and covenants not to sue in the future the College and/or its officials, officers, employees, directors, trustees, contractors, consultants, attorneys and agents (hereinafter within this Agreement also collectively referred to as the "College"), directly or indirectly, through third parties, or otherwise, for anything relating to, concerning, or regarding the USP3; the selection of the developer for the Project; or any of the following enumerated grounds: (i) claiming that this Agreement has harmed the claiming party in any way; (ii) claiming that the College is in any way limited in how, when, and with whom, and pursuant to what process, it may select a developer for, and/or develop, the Project; (iii) claiming that the process is in any way insufficient or improper, or not in compliance with law; or (iv) that it has been harmed in any way by the process used for selection of the developer for the Project; provided, however, that nothing contained in this Agreement, is, nor shall it be deemed, a waiver of the Offeror's rights as to any fraud, misrepresentation, other illegal, or tortious acts committed by the College, or to enforce any rights conferred by the following enumerated statutes, laws, and codes enacted to protect the interests of the public:

   a. Florida Government in the Sunshine Law, including Chapter 119, Florida Statutes (Florida Public Records Law):

   b. Chapter 112 (Part III), Florida Statutes (Code of Ethics for Public Officers and Employees);

   c. Section 2-11.1 of the Code of Miami-Dade County (Miami-Dade County Conflict of Interest and Code of Ethics Ordinance); and


The Parties agree that the harm to the College from such a lawsuit would be irreparable and the College is entitled to specific performance and injunctive relief or other such extraordinary remedy as may be available to the College to enforce this provision of the Agreement. The Parties further agree that the College shall be entitled to an immediate dismissal of any action brought in violation of this Agreement.
3. Consideration. A substantial consideration to the College agreeing to consider Offeror for selection as developer of the Project is Offeror's commitment not to impede, delay, oppose or in any way hinder, directly or indirectly, development of the Project. Offeror will not interfere with the College or its negotiations with a prospective developer, and obtaining necessary approvals for the Project.

4. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may be amended only by an agreement in writing executed by the Parties.

5. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Rights and obligations under this Agreement shall not be assignable by any Party without the prior written consent of the other Parties. This Agreement is not intended to confer any rights or remedies upon any persons other than the Parties hereto.

6. Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE OFFEROR AND THE COLLEGE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING OUT OF, OR OTHERWISE PERTAINING TO THIS AGREEMENT, THE USP3 OR ANY MATTERS RELATED TO THE PROJECT.

7. Attorneys' Fees. If any party to this Agreement files a lawsuit which arises from the terms contemplated hereby or which relates to the USP or the Project, then the prevailing party, as determined by the court, shall be entitled to recover from the other party, all reasonable attorneys' fees and such other costs and expenses as may be allowed by law.

8. Authority; Counterparts. Section headings used herein are for convenience only and shall not be used to interpret any term hereof. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement. Each party executing this Agreement represents that such party has the full authority and legal power to do so.
9. Execution. The Parties hereto acknowledge and agree that the execution of this Agreement by the Offeror is neither intended by the College to be, nor is it, a condition to further consideration by the College of the Offeror, and that such further consideration by the College would not be influenced whether or not the Offeror executed this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

MIAMI-DADE COLLEGE

By: 
Print Name: ____________________________
Title: ________________________________

STATE OF FLORIDA  )
COUNTY OF MIAMI-DADE  )

The foregoing instrument was acknowledged before me this ___ day of ________, 2016 by __________________, as the ________________ of Miami-Dade College, on its behalf, who is personally known to me or produced __________________ as identification.

Notary Public
Commission Expires: __________________________
OFFEROR:

By: __________________________________________
Print Name: _________________________________
Title: _______________________________________

STATE OF FLORIDA  )
COUNTY OF MIAMI-DADE  )

The foregoing instrument was acknowledged before me this ___ day of ____________,
2016 by ___________________, as ___________________ of _______________________, on behalf of _______________________, who is
personally known to me or produced ___________________ as identification.

_____________________________________________
Notary Public
Commission Expires: ____________________________

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