APPENDIX 5
DISCLOSURE/DISCLAIMER

Any bid deemed to be not responsible or non-responsive will be rejected. A responsible Bidder is one that has the capability in all respects to fully perform the requirements set forth in the bid and the proposed Purchase and Sale Agreement ("Agreement"), and that has the integrity and reliability which will assure good faith performance. A responsive Bidder is one that has submitted a proposal that conforms in all material respects to the Invitation for bids ("ITB"). Thus, for example, a bid that has not included the required submission documents may be rejected.

The City of Miami ("City") reserves the right to accept any proposals deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any or all proposals and to re-advertise for new proposals, in accordance with the applicable sections of the City Charter and Code. In its sole discretion, the City Manager or City Commission may withdraw the ITB either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the ITB as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this ITB.

Pursuant to City Charter Section 29-A, the City Manager and City Commission each individually reserve the right to reject all proposals and further, to terminate the ITB process and/or contract after a public hearing in the event of any substantial increase in the City’s commitment of funds, Area, or services, or in the event of any material alteration of any contract awarded.

This ITB is being furnished to the recipient by the City for the recipient’s convenience. Any action taken by the City in response to proposals made pursuant to this ITB or in making any awards or failure or refusal to make any award pursuant to such proposals, or in any cancellation of awards, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any liability of obligation on the part of the City and its advisors.

Following submission of a bid, the Bidder agrees to deliver further details, information and assurances, including financial and disclosure data, relating to the bid and the Bidder, including the Bidder’s affiliates, officers, directors, shareholders, partners and employees as requested by the City in its discretion.

Any reliance on these contents, or on any communications with City officials or advisors, shall be at the recipients’ own risk. Prospective Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITB is being provided by the City and its advisors without any warranty or representation express or implied, as to its content, its accuracy or completeness. No warranty or representation is made by the City or its advisors that any proposals conforming to these requirements will be selected for consideration, negotiation or approval.

The information contained in this ITB is published solely for the purpose of inviting prospective Bidders to consider the development opportunity described herein. Prospective Bidders should
make their own investigations, projections, and conclusions without reliance upon the material contained herein.

The City and its advisors shall have no obligation or liability with respect to this ITB and the selection and award process or whether any award will be made. Any recipient of this ITB who responds hereto fully acknowledges all the provisions of this disclosure and disclaimer and is totally relying on said disclosure and disclaimer and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this ITB are submitted at the sole risk and responsibility of the party submitting such proposal.

The offering is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only and does not constitute all or any part of an agreement. Furthermore, until such time as an agreement is executed by the City, the selected Bidder shall not have any vested rights, nor title or interest in the subject Property or in the development proposed thereon.

The City and the selected Bidder will be bound only if and when a bid, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Commission and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this ITB, or all responses, may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City or its advisors.

The City is governed by the State of Florida Sunshine Law and all bids and supporting data shall be subject to disclosure as required by such law. All bids shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses.

In the event of any differences in language between this disclosure and disclaimer and the balance of the ITB, it is understood that the provisions of this disclosure and disclaimer shall always govern. Further, any dispute among the City and the Bidder shall be decided by binding arbitration in Miami-Dade County, Florida, before arbitrators sanctioned by and in accordance with the rules of the American Arbitration Association.

Accepted by:

____________________________________  ________________________________
Signature                                      Printed Name/ Title

____________________________________  ________________________________
Company Name                                   Date