INVITATION TO BID
(ITB NO. 18-19-033)

FOR THE

SALE OF A CITY-OWNED PROPERTY

LOCATED AT

12 SW 47th Avenue
MIAMI, FLORIDA 33134

CITY OF MIAMI

DEPARTMENT OF REAL ESTATE AND

ASSET MANAGEMENT

ISSUE DATE: 06/29/2019

BID DUE DATE: 09/30/2019
June 29, 2019

Ladies and Gentlemen:

The Department of Real Estate and Asset Management ("DREAM") for the City of Miami ("City") does hereby issue the attached Invitation to Bid ("ITB") for the sale of a City-owned property located at 12 SW 47th Avenue, Miami, Florida 33134.

The City requests that Bidders submit a bid package including all of the items required by this ITB. This ITB contains information regarding the Property, submission requirements, and selection procedures. Carefully review all enclosed documents.

Bidders must comply with all submission requirements as well as all applicable legal and regulatory requirements in order to be eligible for consideration. All information and materials submitted will be thoroughly analyzed and independently verified.

Bids must be received by the Office of the City Clerk (First Floor Counter), City Hall, 3500 Pan American Drive, Miami, Florida 33133, by 2:00 PM, on Monday, September 30, 2019. Late or incomplete bids will not be considered. A list of all Bidders will be made public the following day online at a site accessible through the City’s Real Estate Opportunities page: http://archive.miamigov.com/PublicFacilities/pages/RealEstateOpportunities/.

The Successful Bidder shall be subject to the requirements of all applicable laws, including, but not limited to, the laws of the State of Florida, Miami-Dade County, and the Charter and Code of the City. On behalf of the City of Miami Mayor and Commissioners, I welcome responsive bids from responsible Bidders that will realize the full potential of this prime real estate location.

Emilio T. Gonzalez, Ph.D.
City Manager
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INVITATION TO BID
(ITB No. 18-19-033)

I. EXECUTIVE SUMMARY

Opportunity: The City is seeking responsive bids from qualified bidders interested in purchasing a City-owned surplus property consisting of a vacant lot. It is the City’s intention to solicit competitive bids for the sale of this land and enter into negotiations for a Purchase and Sale Agreement (“Agreement”).

Location: 12 SW 47th Avenue, Miami, Florida 33134 (“Property”).

Property Size: Containing approximately 9,475 square feet of net land area.

Zoning: T3-R Sub-Urban Zone according to the Miami 21 Zoning Code.

Condition of Property: The Property and its improvements are offered in "AS IS, WHERE IS" condition by the City. No representations or warranties whatsoever are made as to its condition, state or characteristics. EXPRESSED WARRANTIES AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND HABITABILITY ARE HEREBY DISCLAIMED. IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. No representation whatsoever is made as to any environmental, surface, subsurface, water or soil matter or condition.

Taxes and Impositions: The Successful Bidder is responsible for all taxes, levies, governmental impositions, surcharges and assessments due or assessed on the Property after closing. The Successful Bidder shall be responsible for payment in lieu of taxes (“PILOT”) during the term of the Agreement in the event the Property becomes exempt from ad valorem real estate taxes.

Purchase & Sale Agreement: A purchase and sale agreement, in a form acceptable to the City Attorney, attached hereto as Exhibit “B” (“Agreement”) herewith, be executed and submitted with the bid. The City and selected Bidder may revise the Agreement prior to City execution (and after re-execution by selected bidder) to ensure consistency with the terms of this ITB, subject to review and approval by the City Attorney. Any proposed modifications to the submitted Agreement must be tracked. Certain provisions of the Agreement shall remain non-negotiable, including, but not limited to, items specifically required by this ITB, as well as Indemnification, Hold Harmless, Duty to defend, Insurance, and Guarantees. Where the terms of the form Agreement included as Exhibit “B” are in conflict with the terms contained in this ITB, the terms of this ITB shall govern.

Minimum Bid Amount: ITB Bids shall provide a proposed purchase price no less than Three Hundred Thirty Thousand Dollars ($330,000). Any bids submitted below the above-stated minimum bid amount shall be deemed non-responsive.
Bid Deposit: A bid deposit equal to five percent (5%) of the bid amount, payable to the City of Miami, in the form of a cashier’s check, money order, or official bank check, is required to accompany each Bid submission. This Bid Deposit is fully refundable to those Bidders not selected. The Successful Bidder’s (Purchaser) bid deposit shall be used to satisfy the Agreement’s deposit requirement in whole upon full execution of the Agreement.

Registration: Only those Bidders who have registered can participate. For registration as an official Bidder prior to bid submittal, and to receive a complete ITB package and ITB addenda as they are published (via e-mail).

Bidder Entity: Any person(s) included in the ITB Submission Form may not be substituted or withdrawn from participation after the Submission Date unless the City Manager specifically authorizes in writing a request for substitution.

Project Manager: Danny Lozano
City of Miami | Department of Real Estate and Asset Management
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130
T: (305) 416-1469
E: dlozano@miamigov.com

Bid Due Date and Location: September 30, 2019, 2:00 P.M.
Office of the City Clerk, City of Miami City Hall
3500 Pan American Drive, First Floor Counter
Miami, FL 33133
II. GENERAL TERMS AND CONDITIONS

A. Definitions
1. Bid – shall refer to any offer(s) submitted in response to this solicitation.
2. Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
3. Solicitation – shall mean this solicitation documentation, including any and all addenda.
4. Solicitation Submittal Forms – must be completed and submitted with the Bid.
5. City – shall refer to the City of Miami, Florida.
6. DREAM – shall refer to City of Miami Department of Real Estate and Asset Management.
7. Registered Bidder – shall refer to a firm that has submitted a complete Registration Form.
8. Successful Bidder – shall mean the Bidder(s) recommended for award.

B. Instruction to Bidders
1. Bidder Qualification and Registration
   It is the policy of the City to encourage full and open competition among all available qualified Bidders. Bidders must register as a Registered Bidder by submitting a completed Registration Form, and to receive a complete ITB package and ITB addenda as they are published (via e-mail).

2. Public Entity Crimes
   To be eligible for award of a contract, firms wishing to do business with the City must comply with Section 287.133(2)(a) of the Florida Statutes, which provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on Agreements of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO, as defined by Section 287.017(2) of the Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

3. Request for Additional Information
   i. Cone of Silence: Pursuant to Section 18-74 of the City Code, all Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority, are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the Solicitation, are to be made in writing to the attention of the Project Manager identified in the Solicitation with a copy sent to the City Clerk either via email at clerks@miamigov.com or via mail at Office of the City Clerk, Attn: Todd B. Hannon, 3500 Pan American Drive, First Floor, Miami, Florida 33133.

   ii. Addenda: DREAM may issue an addendum in response to any inquiry received prior to Bid receipt and opening that changes, adds to, or clarifies the terms, provisions or requirements of the Solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Solicitation or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation.
4. Solicitation and Bidders’ Responsibilities
It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this Solicitation. Allegations or pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid by the Bidder. This Solicitation is subject to all legal requirements contained in the applicable City Charter and City Code provisions, as well as all applicable County, State, and Federal laws, rules, and regulations. It is the responsibility of the Bidder, prior to conducting any lobbying regarding this Solicitation to file the appropriate form with the City Clerk stating that a particular lobbyist is authorized to represent the Bidder. The Bidder shall also file a form with the City Clerk at the point in time at which a lobbyist is no longer authorized to represent said Bidder. Failure of a Bidder to file the appropriate form required, in relation to each Solicitation, may be considered as evidence that the Bidder is not a responsible contractor.

5. Change or Withdrawal of Bids
   i. Changes: Prior to the scheduled Bid receipt and opening, a Bidder may change its Bid by submitting a new Bid. Other than scrivener’s errors or other non-material errors that serve the City’s best interest once revised, no changes to a Bid will be accepted after the submission deadline.
   ii. Withdrawals: A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn within ninety (90) days after the Bid has been received and opened and prior to award, by submitting a letter to the Project Manager identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder. Bids may not be withdrawn except as expressly provided in this Section II.B.5.ii.

6. Conflicts within Solicitation
Provisions contained herein will be interpreted in a manner consistent with all other provisions. However, where there exists a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be: the last addendum issued, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. Additionally, the provisions of this solicitation shall govern over all agreements to be negotiated with Bidder pursuant to this solicitation. In the event of a conflict between any draft agreement included as an exhibit, attachment, or appendix and the terms of this solicitation, the terms of this solicitation shall govern.

C. Preparation of Bids
   1. Registration Form – Bidders are required to register in the manner indicated in the Registration Section of the Executive Summary, in order to respond to solicitations issued by DREAM.
   2. Submittal Forms – the Bid Submission Form and all other required solicitation documents define requirements of the Solicitation and must be completed and submitted as outlined within the Solicitation. Use of another form may result in rejection of the Bid.
   3. Authorized Agent – An authorized agent of the Bidder’s firm must sign the Bid Submission Form and submit it together with the Bid.
   4. Conditions – The Bidder may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
5. **Additional/Alternate Bids** – Bidders may submit an additional or alternate Bid(s) for the same Solicitation provided that such additional or alternate Bid is allowable under the terms and conditions specified in this ITB. The additional or alternate Bid must meet or exceed minimum requirements and must be submitted by separate submittal marked “Alternate Bid”. All Bids submitted as Alternate Bids shall be considered separately and independently of each other. Additional or alternate Bids shall not deviate from the requirements of this ITB. Failure to comply with the requirements of this ITB in any one of the additional or alternate Bids shall be grounds for disqualification of such Alternate Bid.

6. **Price Discrepancies** – where there is a discrepancy between the prices offered within the Bid, the prices or amounts that would provide the greatest return to the City shall prevail.

D. **Cancellation of Solicitation**

The City reserves the right to cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City shall have the sole and absolute discretion to determine which actions are in the best interest of the City.

E. **Award of Solicitation**

1. **Generally** – This ITB may be awarded to the responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

2. **Unreasonable Offers** – The City expressly reserves the right to reject any and all Bids if it is determined that prices are insufficient, best offers are determined to be unreasonable, or it is otherwise determined to be in the City’s best interest to do so.

3. **Negotiations** – The City reserves the right to negotiate price with the Bidder providing the best financial return to the City, provided that the Solicitation’s minimum requirements remain the same or revised for the City’s benefit.

4. **Qualified Bidders** – Award of this Solicitation will only be made to firms that have completed the Registration Form and satisfy all necessary legal requirements to do business with the City.

5. **Contractor Responsibility** – Pursuant to City Code Section 18-120, the Bidder’s performance as a prime contractor or subcontractor (as may be applicable) on previous City contracts shall be taken into account in evaluating the Bid received for this Solicitation.

6. **Contract** – The Solicitation, any addenda thereto, the subsequent agreement(s), and any properly executed modifications shall constitute the resultant contract.

7. **Required Documentation** – Award of this Solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.

8. **Request for Additional Information** – The City reserves the right to request and evaluate additional information from Bidders after the submission deadline as the City deems necessary.

F. **Bid Deposit**

A cashier’s or certified check, payable to the City of Miami, is required from all bidders, to the extent required under “Special Conditions” or “Technical Specifications” (“Bid Deposit”). This Bid Deposit guarantees that a Bidder will accept the order or agreement if it is awarded to said Bidder. Bidder shall forfeit the Bid Security to the City should City award contract/agreement to Bidder and Bidder fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid Deposits are returned to unsuccessful Bidders upon demand within fifteen (15) days after the award and Successful Bidder’s acceptance of award. If ninety (90) days have passed after the date of the
formal Solicitation closing date, and no contract has been awarded, all Bid Deposits will be returned upon demand. After the execution of the Agreement by the Purchaser and the City, the Purchaser understands that the Bid Deposit will be retained by the City and credited towards the Purchase Price, thus fulfilling the Agreement’s deposit requirement.

Failure to execute an agreement and/or file an acceptable Performance Bond, if and when required, shall be just cause for the annulment of the award and the forfeiture of the Bid Deposit to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. The amount of the Bid Deposit shall be a liquidated sum, which shall be due in full in the event of default. Award may then be made to the next lowest responsive, responsible Bidder whose Bid is most advantageous to the City, or all responses may be rejected.

G. Responsive/Responsible Bidders

A “responsible bid” is one that has the capability in all respects to fully perform the requirements set forth in the bid and the proposed Agreement. A “responsive bid” is one that conforms in all material respects to the Minimum Bid Requirements of this solicitation.

Subject to City of Miami Code Sections 18-95 and 18-107, the City shall have reasonable discretion to deem any Bid non-responsive and/or Bidder non-responsible (with due consideration of all relevant extenuating circumstances, including, without limitation, the Bidder’s culpability, overall record of performance, etc.) based on whether the Bidder or any of its members has any actual or constructive knowledge that Bidder or any of its members: i) are in arrears to the City for any debt or obligation; ii) have any uncured defaults or have failed to perform under the terms of any agreement or contract with the City or other government entity within the past ten (10) years; iii) are in default under any agreement or contract with the City or other government agency or entity on the date and time the bid is due; iv) have caused fines, penalties, fees or similar impositions to be levied against the City or any other governmental entity or agency; v) have any past, present or on-going litigation or adversarial administrative proceedings with the City or other government agency or entity; vi) have filed and not prevailed in frivolous lawsuits, as that term is defined by Section 57.105 of the Florida Statutes as determined by a final order of the court; vii) have past, present, or pending involuntary: bankruptcies, liquidations, assignments for the benefit of creditors, receiverships, dissolutions, actions involving fraudulent transfers, foreclosures, or similar actions within the past seven (7) years on projects or businesses they have owned, operated, or controlled a majority interest (i.e., ownership of ten percent (10%) or more of the entity stock or shares); viii) have been found liable by any legal or administrative entity via any proceedings for environmental damage, contamination or any other environmental liability; ix) have failed to disclose involvement as a party, third party, or intervenor in any legal or administrative proceedings concerning environmental damage, contamination or any other environmental liabilities, whether found liable or otherwise; x) have been debarred by any public agency or been placed in the convicted vendors list pursuant to Florida Statute Section 287.133 or a similar law, rule, or regulation; xi) have failed to disclose any of the above; or xii) are otherwise determined to be non-responsible as defined by the City of Miami Procurement Ordinance, including, without limitation, Sections 18-73 and 18-95 of the City Code, and by the laws of the State of Florida.

Similarly, any Bidder, or its principal(s) that is determined by a court, hearing officer, or other regulatory agency of competent jurisdiction (and all due process of law has been exhausted) to be liable for causing damage (by their own actions) to the City, its agencies or instrumentalities, directly or indirectly, shall be immediately responsible for payment of the judgment or fines. If the Bidder or its principal does not pay the judgment or fines, within thirty (30) days after the date of the City’s written notice (which shall not be effective until after due process of law has been exhausted), either during the solicitation process or anytime during the term of any agreement awarded pursuant to this Solicitation,
the City shall have discretion to immediately disqualify the Bidder and terminate any agreement entered into pursuant to this ITB, with no other cure rights. In such event, the City shall immediately own any improvements built on the Property, with no responsibility, financial or otherwise, to the Bidder.

H. Bid Protest
All bid protests shall be processed in accordance with the procedures contained in Section 18-104 of the City Code. All of the requirements and procedures specified in Section 18-104 shall be mandatory in order to properly file and proceed with a bid protest. Section 18-104, as the same may be amended, shall be deemed as incorporated by reference herein as if set forth in full.

I. Laws and Regulations
The Successful Bidder shall comply with all applicable laws, codes, rules, permits, approvals, and regulations applicable to enter into the agreement specified in this Solicitation. The Successful Bidder shall comply with all applicable federal, state and local laws that may affect the execution of the agreement.

J. Licenses, Permits, and Fees
The Successful Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the agreement required herein. Damages, penalties, and/or fines imposed on the City or Successful Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said Successful Bidder.

K. Responsible Wages; Living Wage
The Successful Bidder(s) shall comply with Section 18-120 of the City Code, titled Responsible Wage Construction Contracts, to the extent applicable. Additionally, the Successful Bidder(s) shall comply with Section 18-556, et. seq. of the City Code, titled Living Wages, to the extent applicable.

L. Assignment
Unless otherwise specified in this Solicitation, the Successful Bidder shall not assign, transfer, pledge, convey, hypothecate, or otherwise dispose of their Bid, including any rights, title or interest therein, or its power to execute a contract with the City thereby, to any person, company or corporation without the prior written consent of the City Commission, which may be conditioned, withheld, or refused.

M. Indemnification
The Successful Bidder shall indemnify, defend (at its sole cost and expense), save, and hold harmless the City and its officers, officials, employees, agents, agencies, and instrumentalities from any and all actions, claims, protests, proceedings, causes of action, legal, equitable, regulatory, administrative or otherwise, liability, losses or damages, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance, non-performance, or breach of the agreement by the Successful Bidder, including without limitation the Solicitation, evaluation, recommendation(s) for award, and award of the Agreement. The Foregoing Indemnity, Hold Harmless and Duty to Defend shall include the Bidder and/or its employees, agents, servants, partners, principals or subcontractors, jointly and severally. The Successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The Successful Bidder expressly understands and agrees that any insurance protection required by this Solicitation or subsequent agreement, or otherwise provided by the Successful Bidder shall in no way limit the
responsibility to indemnify, keep and save harmless and defend the City or its officers, officials, employees, agents, agencies, and instrumentalities as herein provided, which duty shall survive the cancellation of the Agreement, as may be applicable. Submittal of a Bid shall constitute voluntary and knowing acknowledgment and acceptance of this Indemnification provision, which will become effective upon submission through selection until such time the Agreement is executed, at which point all the indemnifications provided therein shall apply. This Section will obligate the Successful Bidder to intervene, indemnify, hold and save harmless, fully cooperate, defend, and assist (at the option of the City Attorney) in the defense of the City in any protest.

N. Collusion
Any Bidders interested in bidding on a competitive solicitation for any DREAM project including, but not limited to, a purchase, Agreement, permit, concession or management agreement, shall submit the Non-Collusion Affidavit included as an appendix herein under penalty of perjury. The Non-Collusion Affidavit provides either that the Bidder is not related to or affiliated with any of the other parties submitting a Bid in this Solicitation or identifies all affiliated or related parties that submitted a Bid in the Solicitation. The Non-Collusion Affidavit further attests that the Bidder’s bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from proposing, and that the bidder has not, in any manner, sought by collusion to secure to the bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. Failure to provide the Non-Collusion Affidavit with the Bid or within five (5) days’ request by the City, shall be cause for the contractor to forfeit their Bid Security, if applicable.

O. Proprietary/Confidential Information
Bidders are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of Bids, in compliance with Chapter 119 of the Florida Statutes, as amended. Bidder(s) shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be an affirmative and absolute waiver of any trade secret or other protection, which would otherwise be available to Bidder (except for those social security numbers and similar private personal information provided in the Consent Forms included as Appendix 9).

P. Governing Law
This Solicitation and subsequently executed agreement, including appendices, and all matters relating to the agreement (whether in contract, statute, tort, regulatory, administrative, or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida regardless of the domicile of any Bidders. Exclusive venue shall be Miami-Dade County. By submitting a bid response, the Bidder knowingly and voluntarily agrees to this choice of applicable law and venue and to all other requirements of the Bidder in the ITB.
III. SPECIAL CONDITIONS

A. THE PROPERTY

The information in this ITB is believed to be correct but is not warranted in any manner. Bidders should independently verify factual items they deem relevant prior to response submittal.

1. Parcel Size and Components

The Property is vacant land, corner lot, containing approximately 9,475 square feet of net land area.

2. Utilities

For additional information, please contact the respective utilities.

The Successful Bidder shall bear the sole financial responsibility for all connection fees, design, construction, and installation costs and of any costs associated with compliance with any County or City moratorium requirements that may be in force. The City will assist in this process by providing the necessary utility and/or facility easements as lawfully appropriate. In the event the Successful Bidder wishes to relocate the existing utilities, it shall do so at its sole cost and expense.

3. Zoning

The Property is zoned as T3-R Sub-Urban Zone. For more information, please review the Miami 21 Zoning Code, Sub-Urban Transect T3 Reference Manual, attached hereto as Exhibit “C”. Bidders are responsible for verifying all information concerning planning and zoning requirements with the applicable agencies and departments.

4. Flood Zone

The Property is located within Flood Zone X.

5. Environmental

The City has conducted a Phase I Environmental Site Assessment, attached hereto as Exhibit “D”. Nevertheless, Bidders may also perform their own “due diligence” inspections, including environmental site assessments, sampling and testing of the soils, sediments and groundwater, subject to such conditions and limitations as the City Manager may impose, including without limitation, requirements for supervision by the City, indemnification of the City, disposition of reports and execution of any legal documents, as the City Attorney may require.

Testing, audits, appraisals, inspections, or other non-invasive studies that are necessary or desired to submit a bid, shall be conducted at the sole expense of the Bidder, and only with prior written approval by the City. The Successful Bidder shall remove or remediate any hazardous materials that are required by law to be removed or remediated for the Project. Additionally, all marine mitigation, or other mitigation efforts required by the applicable agencies, shall be at the sole cost and expense of the Successful Bidder.

6. Existing Conditions

The Property, and its improvements, if applicable, are offered “AS IS, WHERE IS.” NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ARE MADE AS TO ITS CONDITION, STATE OR CHARACTERISTICS BY THE CITY, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL CONDITIONS. EXPRESS
WARRANTIES, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND HABITABILITY ARE HEREBY DISCLAIMED. Testing, audits, appraisals, inspections, etc., desired or necessary to prepare an ITB response shall be at the sole cost and expense of the Bidders.

B. OPPORTUNITY

The information contained in this ITB is published solely for the purpose of inviting Bidders to consider the opportunity described herein. Prospective Bidders should perform their own due diligence investigations, projections and render their own conclusions without reliance upon the Pre-Bid Submission Conference or the material contained herein.

1. Agreement
   In order to be considered for the award of this ITB, the Successful Bidder must enter into an Agreement with the City in a form acceptable to the City Attorney as the Agreement included herein as Exhibit ‘B’. Additional information concerning the Agreement can be found in Section III.D. below.

2. Purchase Price
   Under no circumstance may the City accept a bid falling below the fair market value determined by the City procured appraisal conducted by the independent state-certified appraiser.

3. Bid Deposit
   Bidders shall be required to submit with their bids a Bid Security equal to five percent (5%) of the bid amount, payable to the City of Miami, in the form of a cashier’s check, money order, or official bank check, is required to accompany each Bid submission. This Bid Deposit is fully refundable to those Bidders not selected. The Bid Security shall be subject to the terms specified in Section II.F.

4. Taxes
   The Successful Bidder will not be responsible for any ad-valorem taxes, sales and use taxes, or any other levies, governmental impositions, surcharges, fees or other taxes or assessments associated with the Property that are due or may be owed prior to the Closing Date. The Successful Bidder will, however, be responsible for all ad-valorem taxes, sales and use taxes, or any other levies, governmental impositions, surcharges, fees or other taxes or assessments that are incurred commencing on and after the Closing Date.

5. Pre-Bid Submission Conference & Site Visit
   The City may conduct a Pre-Bid Submission Conferences and site visit on a date and time that is yet to be determined. In such an event, notice of the date, time, and location shall be posted online and sent to Registered Bidders via email. Attendance at any Pre-Bid Submission Conference and Site Visit shall be optional; however, prospective Bidders are strongly advised to attend.

C. SELECTION PROCESS AND CONTRACT AWARD

1. Administrative Review
   City staff will conduct an initial administrative review of the bids received for completeness and compliance with all content requirements set forth in the solicitation ("Administrative
Review”). Bids that deviate from the City’s “Must”, “Shall” or “Mandatory” requirements may be found non-responsive without further evaluation.

During this Administrative Review, City staff may contact Bidders to cure non-material, non-substantive defects in any Bids or to clarify unclear portions of the Bid. If notified of deficiency or request for clarification, the Bidder shall provide a written response, which must be received within five (5) business days of notification or such other time designated by the Project Manager. The City reserves the right to request from the Bidders: written clarifications; non-material revisions to bids, if deemed necessary by the City; and any supplemental information, such as additional references, deemed necessary for proper evaluation of bids.

2. Evaluation Criteria
Award of this contract will be made to the highest paying responsive and responsible bidder.

3. Negotiations (Best and Final Offer)
The City may elect, at its sole and absolute discretion, to short-list the three (3) bidders proposing to pay the highest amounts. In such an event, the short-listed bidders shall have an opportunity to submit a best and final offer prior to final recommendation. The highest paying responsive and responsible bidder shall be recommended to the City Manager for approval.

4. City Manager
The City Manager or his/her designee reserves the right to (1) approve, (2) reject, (3) instruct to reissue a solicitation, or (4) recommend to the City Commission that they reject any and/or all bids. If the City Manager accepts a Bid, the contract and final recommendation of award will be presented to the City Commission for their review and approval.

5. City Commission
The City Commission may (1) approve the City Manager's award recommendation and negotiated contract; or (2) reject all bids, and/or instruct the City Manager to reissue a solicitation. All applicable Charter and Code provisions will be followed. The final decision of the City Commission shall be final action by the City.

6. Estimated Timetable
The timetable for the ITB selection process is summarized below. Note that these are tentative dates and are subject to change at any time by the City.

<table>
<thead>
<tr>
<th>Anticipated ITB Schedule</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Solicitation</td>
<td>06/29/2019</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>09/05/2019</td>
</tr>
<tr>
<td>Bid Submission Deadline</td>
<td>09/30/2019</td>
</tr>
<tr>
<td>Resolution authorizing City Manager to execute Agreement</td>
<td>11/21/2019</td>
</tr>
<tr>
<td>Execution of Agreement</td>
<td>12/16/2019</td>
</tr>
<tr>
<td>Closing</td>
<td>02/12/2020</td>
</tr>
</tbody>
</table>
D. PURCHASE AND SALE AGREEMENT

The City requires that a Purchase and Sale Agreement (“Agreement”), in a form acceptable to
the City Attorney, attached hereto as in Exhibit “B” herewith, be executed and submitted with
the bid. The City and selected Bidder may revise the Agreement prior to City execution (and after
re-execution by selected bidder) to ensure consistency with the terms of this ITB, subject to
review and approval by the City Attorney.

IV. TECHNICAL SPECIFICATIONS

A. MINIMUM BID REQUIREMENTS & FORMAT

PLEASE NOTE: THE SUCCESSFUL BIDDER SHALL SUBMIT THE BID IN A MANNER
THAT CONSIDERS AND COMPLIES WITH ALL OF THE REQUIREMENTS SPECIFIED
THROUGHOUT THIS ITB.

Bidders shall be required to submit a Bid that includes all minimum bid requirements specified
below at the date of Bid submission. Bids shall be deemed responsive if they meet and provide the
minimum bid requirements below (“Minimum Bid Requirements). Additionally, the City may
issue requests for clarification or may request additional information from the Bidders.

Bidders shall submit responses in a bound format with tab dividers separating each section. A
minimum font size of 10-point, 1-inch margins, and single spacing shall be utilized on all text
documents submitted. There shall be submitted one (1) original, two (2) bound copies with tabs,
and one (1) electronic copy submitted on CD, DVD, or Flash Drive.

1. COVER PAGE
The cover page shall include the Bidder’s name; contact person; firm’s liaison for the contract;
primary office location; local business address, if applicable; phone and fax numbers, as
applicable; email addresses; ITB title and ITB number.

2. TABLE OF CONTENTS
Table listing, in sequential order, the location of all contents, including required response
forms, charts, illustrations, and additional enclosures. All pages of the Bid, including
enclosures, shall be clearly and consecutively numbered, consistent with the Table of Contents.

3. FINAL RETURN TO THE CITY
The Bidder shall provide a proposed sale price no less than Three Hundred Thirty Thousand
Dollars ($330,000).

4. BID ATTACHMENTS
   (A) ITB Registration Form: Show proof of completed Registration Form attached hereto as
       Appendix 2;

   (B) ITB Submission Form: Complete to its entirety the ITB Bid Submission Form attached
       hereto as Appendix 3. Any missing information may result in the disqualification of the
       Bid as non-responsive.
(C) **Certifications:** Complete the appropriate Certification of Authority attached in Composite Appendix 4.

(D) **Disclosure/Disclaimer:** Complete the Bidder’s Disclosure/Disclaimer attached hereto as Appendix 5.

(E) **Integrity & Non-Collusion Affidavit:** Complete the Integrity & Non-Collusion Affidavit attached hereto as Appendix 6.

(F) **Executed Agreement:** Incorporate an executed version of the Agreement included as Exhibit B. Any proposed modifications to the submitted Agreement must be tracked.

**B. DEADLINE FOR RECEIPT OF INFORMATION / CLARIFICATION**

Pursuant to the Cone of Silence, any request for additional information or clarification must be received in writing **no later than 2:00 p.m. on September 5, 2019.** Interested individuals (“Bidders”) may e-mail their requests to the attention of, Danny Lozano, Property Management Specialist (“Project Manager”) at the City of Miami, Department of Real Estate and Asset Management at e-mail: dlozano@miamigov.com.

**C. RECEIPT OF RESPONSES**

Provide one (1) original and two (2) bound copies with tabs of the signed and dated bid, as well as one (1) electronic copy submitted on CD-ROM or Flash Drive accompanied by the required documentation to the Office of the City Clerk, Attn: Todd B. Hannon, 3500 Pan American Drive, First Floor, Miami, Florida 33133 no later than **2:00 PM on Monday, September 30, 2019.**

**Responses must be clearly marked on the outside of the package as “ITB No. 18-19-033”** Failure to submit a Response by the due date and time, and at the location specified above, shall result in automatic disqualification.