**FORM 7**

**PROPOSER’S DISCLOSURE/DISCLAIMER**

Any proposal deemed to be not responsible or non-responsive will be rejected. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the proposal and the proposed Lease Agreement (“Agreement”), and that has the integrity and reliability which will assure good faith performance. A responsive Proposer is one that has submitted a proposal that conforms in all material respects to the Offering Memorandum or Request for Proposals, as applicable (hereinafter collectively referred to as “RFP”). Thus, for example, a proposal that has not substantiated the financial capability of a prospective Proposer may be rejected.

The City of Miami 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 may withdraw the RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP 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 RFP.

Pursuant to City Charter Section 29-A, the City reserves the right to reject all proposals and further, to terminate the RFP 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 RFP is being furnished to the recipient by the City of Miami (“City”) for the recipient’s convenience. Any action taken by the City in response to proposals made pursuant to this RFP 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 RFP, 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 proposal, the Proposer agrees to deliver further details, information and assurances, including financial and disclosure data, relating to the proposal and the Proposer, including the Proposer’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 Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP 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 RFP is published solely for the purpose of inviting prospective Proposers to consider the development opportunity described herein. Prospective Proposers 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 RFP and the selection and award process or whether any award will be made. Any recipient of this RFP 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 RFP 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 Proposer shall not have any vested rights, nor title or interest in the subject Property or in the development proposed thereon.

The City and the recipient will be bound only if and when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the Mayor and City Commission and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, 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 proposals and supporting data shall be subject to disclosure as required by such law. All proposals 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 RFP, it is understood that the provisions of this disclosure and disclaimer shall always govern. Further, any dispute among the City and the Proposer 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:

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| Signature | Printed Name/ Title |
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| Company Name | Date |