

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF THE SUPERINTENDENT


Frank Till  
Superintendent of Schools


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September 18, 2006

TO: School Board Members

FROM: Donnie Carter, Deputy Superintendent Operations 

VIA: Frank Till   
Superintendent of Schools

SUBJECT: **SEPTEMBER 19, 2006, SCHOOL BOARD AGENDA  
REQUEST TO WITHDRAW AGENDA ITEM JJ-2**

The School Board issued a Request for Letters of Interest (RLI) for Availability to Purchase a Minimum of 180,000 Square Feet of Office Space (RLI 27-097T) on August 4, 2006, with an August 11, 2006, response due date. The RLI was advertised on BECON scroll, Broward Schools website, Broward Times, El Heraldo, Sun-Sentinel, Supply Management & Logistics website, Westside Gazette, Onvia/Demand Star (over 931 e-mails and over 900 vendors). Additionally, faxes were sent to 20 firms through Onvia/DemandStar.

The length of the advertisement period for the RLI was consistent with the time frame discussed at the budget hearing held on August 2, 2006, and was within the advertising requirements for expedited responses. Although the advertisement reached over 900 potential respondents, and only one company responded, there may have been other property owners who were not aware of the District's requirement.

While it is important to note that there were no formal protests to the RLI, it is essential that every effort is made to ensure that all available properties in the market place will have the opportunity for consideration.

Staff recommends re-advertising in order to ensure an opportunity for potential respondents to broaden available properties that might be presented for consideration (copy of the proposed RLI is attached).

Recommended Options:

- Re-advertise for a period of 3 weeks.
- Modify space requirements to reflect a need of 150,000 to 200,000 square feet of contiguous office space with 65,000 square feet to be available for occupancy by April 1, 2007, with the remaining space required by December 2010.
- Dedicated parking will be required with the number of spaces consistent with local zoning ordinances.
- The preference will be for acquisition.
- Propose an evaluation committee to include Deputy Superintendent/Chief of Staff, Deputy Superintendent Operations, Deputy Superintendent Facilities & Construction Management, and Chief Financial Officer.

Consequently, it is requested that Agenda Item JJ-3 be withdrawn to allow staff to re-advertise in an effort to attract a broader pool of potential respondents.

DC:dsc  
Attachment

cc: Senior Management  
Thomas J. Coates, Executive Director, Facility Management, Planning & Site Acquisition  
Robert Waremburg, Director, Supply Management & Logistics

# REQUEST FOR LETTERS OF INTEREST (RLI)

## RLI 27-113T

### ACQUISITION OF AVAILABLE OFFICE SPACE



RLI Release Date: September 21, 2006

Written Questions Due: On or Before TBD 2006  
in Supply Management and Logistics Department

Letters of Interest Due: On or Before 2:00 p.m. Eastern Time (ET)  
October 17, 2006  
in Supply Management and Logistics Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Supply Management and Logistics Department**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Supply Management and Logistics Department  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704  
754-321-0505

REQUEST FOR LETTERS OF INTEREST (RLI)

**RLI 27-113T**  
**Acquisition of Available Office Space**

**SECTION 1.0 INTRODUCTION AND SCOPE**

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") is interested in receiving letters of interest to determine availability of office space for purchase for the relocation of various School Board employees. Office space required will be between 150,000 – 200,000 square feet of contiguous space. Of this office space, a minimum of 65,000 square feet will be required to be ready for occupancy by April 2007. The remaining space must be available for occupancy no later than December 31, 2010. The goal of this RLI is to find office space that is beneficial in location, layout and pricing, thereby maximizing the ease of relocation for additional SBBC employees. After evaluation of all RLI responses, the School Board of Broward County reserves the right to enter into negotiations with any or all respondents, with the goal of creating a mutually agreed-upon contract for the purchase of the property being offered.

In order to qualify, respondents are requested to submit the following particulars:

- 1.1 Letter of Transmittal: All RLI respondents shall include all pertinent information regarding the structure of ownership, including the name(s) of person(s) identified as owners and those who will be authorized to make representations for the owners of the office space offered. This letter should be signed by an authorized representative of your firm who is in the position of binding your firm.
- 1.2 Table of Contents: Include a clear identification of any material submitted by section and by page number.

**SECTION 1.0 INTRODUCTION AND SCOPE (Continued)**

- 1.4 **Requirements/Specifications:** The following requirements will need to be individually and specifically addressed by each respondent:
- A. Office space: SBBC seeks to acquire fee simple title to land and buildings providing between 150,000 – 200,000 square feet of contiguous office space. **Of this office space, a minimum of 65,000 square feet of office space must be ready for occupancy by April 2007.** The remaining office space must be ready for occupancy no later than December 31, 2010. All office space must be contiguous.
  - B. Parking: The parking provided must meet all applicable zoning codes for the square footage referenced in Section 1.4.A.
  - C. Location: The location of the office space shall be within the geographical boundaries of Broward County, Florida.
- 1.5 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

SBBC will attempt to initially contract with facilities qualified by this RLI, however, SBBC reserves the right to contract with any other facility not qualified under this RLI, under any term or condition, if it is in its best interest to do so.

There is no guarantee that responding to this RLI will result in receiving business from SBBC.

**SECTION 2.0 SUBMITTAL FORMAT**

Interested parties are requested to submit Letters of Interest, including the specification requirements, along with ten (10) copies of same, which include pertinent information that will assist SBBC in the acquisition of office space. Include all information in all copies.

**SECTION 3.0 QUESTIONS**

Any questions concerning any portion of this RLI must be submitted, in writing, to **Kay Lloyd, Supply Management and Logistics, Purchasing Agent, 754-321-0504 or email at [kay.lloyd@browardschools.com](mailto:kay.lloyd@browardschools.com)**, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 or via facsimile 754-321-0533. Any questions which require a response which amends the RLI document in any manner will be answered via addendum by the Supply Management and Logistics Department to all parties receiving RLI. No information given in any other matter will be binding on the School Board.

**SECTION 4.0 CALENDAR**

|                    |  |
|--------------------|--|
| September 21, 2006 | Release of RLI 27-113T   |
| TBD 2006           | Written Questions Due<br>(Submit all questions in accordance with Section 3)   |
| October 17, 2006   | Letters of Interest Due<br>(Due on or before 2:00 p.m. EST)<br>in Supply Management and Logistics<br>Department - see Section 2 for particulars) |

**SECTION 5.0 SUBMISSION**

Submission must be received by the Supply Management and Logistics Department no later than 2:00 p.m. ET on October 17, 2006. Electronically transmitted and late or misdirected submittals will not be accepted.

**Letters of Interest shall be submitted to:**

Supply Management and Logistics Department  
The School Board of Broward County, Florida  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, FL 33351-6704

**ATTENTION: RLI 27-113T  
Acquisition of Available Office Space**

**SECTION 6.0 GENERAL TERMS AND CONDITIONS**

- 6.1 **Confidential And Proprietary:** The School Board of Broward County, Florida is subject to Chapter 119, Florida Statutes, the "Public Records Law". No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the RLI. An incorrectly claimed exemption does not disqualify the vendor, only the exemption claim.
- 6.2 **Governing Law:** This RLI, and any award(s) resulting from this RLI, shall be governed by and construed under the laws of the State of Florida and must have venue established in the Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a consultant or contract with a public entity, and may not transact business with The School Board of Broward County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.

**Section 6, General Terms and Conditions (Continued)**

- 6.3 **Indemnification:** This General Condition of the RLI is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive". VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods and services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on Premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damages to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.
- 6.4 **No Waiver of Sovereign Immunity:** Nothing contained in this RLI is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 6.5 **No Third Party Beneficiaries:** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this RLI. None of the parties intend to directly or substantially benefit a third party by this RLI. The parties agree that there are no third party beneficiaries to this RLI and that no third party shall be entitled to assert a claim against any of the parties based upon this RLI. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 6.6 **Non-Discrimination:** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this RLI because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 6.7 **Termination:** This RLI may be canceled by SBBC without cause during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this RLI.
- 6.8 **Records:** Each party shall maintain its own respective records and documents associated with this RLI in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

**Section 6, General Terms and Conditions (Continued)**

- 6.9 **Entire RLI:** This document incorporates and includes all prior negotiations, correspondence, conversations, RLIs and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, RLIs or understandings concerning the subject matter of this RLI that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or RLIs, whether oral or written.
- 6.10 **Amendments:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this RLI and executed by each party hereto.
- 6.11 **Preparation of RLI:** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this RLI has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 6.12 **Waiver:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this RLI and, therefore, is a material term hereof. Any party's failure to enforce any provision of this RLI shall not be deemed a waiver of such provision or modification of this RLI. A waiver of any breach of a provision of this RLI shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this RLI.
- 6.13 **Compliance with Laws:** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this RLI.
- 6.14 **Binding Effect:** This RLI shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.15 **Assignment:** Neither this RLI or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this RLI including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 6.16 **RLI Review Process:** Prior to presenting a recommendation for award to the School Board of Broward County, a Preliminary Review Committee will meet to evaluate the suitability of all RLI responses.

**Section 6. General Terms and Conditions (Continued)**

- 6.17 **Force Majeure:** Neither party shall be obligated to perform any duty, requirement or obligation under this RLI if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion's, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 6.18 **Place of Performance:** All obligations of SBBC under the terms of this RLI are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 6.19 **Severability:** In case any one or more of the provisions contained in this RLI shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforcability or unlawful or void nature of that provision shall not effect any other provision and this RLI shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 6.20 **Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools  
 The School Board of Broward County, Florida  
 600 Southeast Third Avenue  
 Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Facility Management, Planning  
 And Site Acquisition  
 Sawgrass Technology Park  
 1643 North Harrison Parkway, Bldg. H  
 Sunrise, Florida 33323

Name of Proposer: \_\_\_\_\_  
 (Name of Proposer, Corporation and Agency)

\_\_\_\_\_  
 (Address)

With a Copy to: \_\_\_\_\_  
 (Name and Position of Designee of Proposer,  
 Corporation and Agency)

\_\_\_\_\_  
 (Address)