



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
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August 31, 2017

Dear Prospective Proposers:

SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 18-103V – Sale of Surplus Property – Elementary D1 Site

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Sale of Surplus Property – Elementary D1 Site**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail charles.high@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF “NO RESPONSE”

If you are **not** submitting a Proposal in response to this RFP, please complete **Attachment E**, Statement of “No Response” and return via facsimile to 754-321-0533 or scan and send via e-mail charles.high@browardschools.com. Your responses to the Statement of “No Response” are very important to the Procurement & Warehousing Services Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Charles V. High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

REQUEST FOR PROPOSALS (RFP)

RFP 18-103V

SALE OF SURPLUS PROPERTY – ELEMENTARY D1 SITE



RFP Release Date: **August 31, 2017**

Written Questions Due: On or Before 5:00 p.m. ET
September 14, 2017
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
October 24, 2017
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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Attachment A - Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

Attachment B – Drug-Free Workplace Program Form

Attachment C – **SAMPLE** Contract for Sale and Purchase of Surplus Property

Attachment D – Aerial Map of Surplus Property

Attachment E - Statement of "No Response"

REQUEST FOR PROPOSALS (RFP) 18-103V

1.0 REQUIRED RESPONSE FORM

RELEASE DATE: August 31, 2017

TITLE: **SALE OF SURPLUS PROPERTY – ELEMENTARY D1 SITE**

This Proposal must be submitted to the **Procurement & Warehousing Services Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, October 24, 2017** and plainly marked **RFP 18-103V, Sale of Surplus Property – Elementary D1 Site**. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. **The electronic version in PDF format on CD/flash drive identical to the original proposal**, including any supplemental information/marketing materials), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-103V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to purchase property from the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for the **SALE OF SURPLUS PROPERTY – ELEMENTARY D1 SITE** as described herein. The sample agreement for said sale of surplus Property describing the conditions of sale is attached to this RFP and made a part hereof. By submitting a Proposal for the purchase of a property, the recommended Proposer agrees to purchase said property in "**as is**" condition without reliance, in any manner, upon any representations or warranties (written or oral) made by SBBC, save and except for such obligations of SBBC which are herein provided for and except for the warranties of title which will be contained in the Special Warranty Deed to be executed in favor of the Awardee. In this regard, Proposer is encouraged to conduct research and rely upon its own independent investigations regarding the Property, prior to submitting a proposal for the purchase of the property. SBBC shall make, **if available**, to Proposers all surveys, environmental reports/studies, plats, etc. of the property. Proposers may inspect the surveys, environmental reports/studies, plats, etc. in SBBC's **Facility Planning & Real Estate Department, located at 600 S.E. 3rd. Avenue, Fort Lauderdale, Florida 33301** between the hours of 9:00 a.m. and 5:00 p.m. by appointment. Please call 754-321-2160 to arrange for a visit. **Facility Planning & Real Estate Department will not be answering any questions about the RFP or the surveys, environmental reports/studies, plats, etc. of the property during your visit.** All questions must be submitted, in writing, as stated in Condition 2.2 of the RFP. By submitting a proposal, Proposer agrees that it has inspected the property and found property to be suitable for Proposer's intended use.

RESPONSES, WITH THE DEPOSIT (See Section 6.7), MUST BE DELIVERED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND PROPOSER'S NAME ON THE ENVELOPE.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P., MBA Purchasing Agent, Procurement & Warehousing Services Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail charles.high@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before September 14, 2017, 5:00 PM, ET**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.4 **Evaluation and Award:** All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established purchase price in Section 5.0. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

- 2.5 **CONE OF SILENCE:** (Refer to Section 7.0, General Conditions and 7.29) This clause pertains to ALL Proposers. **Any Proposer or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award. Facility Planning & Real Estate Department will be working with the recommended Proposer(s) with document preparations after the posting of the RFP recommendation.**

2.6 **Bid Solicitation Availability** - Copies of this solicitation package can be obtained directly from the Procurement & Warehousing Services Department (PWSD), 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351 (charles.high@browardschools.com) by email request or downloaded from LoopNet (www.loopnet.com) or PWSD's website at: http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&LP=BB&mi=10150

It is the responsibility of the Proposers to assure that they have received all necessary documents, including addendums, and have included all necessary information in their response. SBBC is not responsible for failure of any Proposer to receive any pertinent information. Proposers who obtain copies of this solicitation from other sources risk the potential of not receiving the entire package and such Proposers are solely responsible for those risks.

3.0 CALENDAR

August 31, 2017	Release of RFP 18-103V
September 14, 2017	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
October 24, 2017	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
November 8, 2017	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
November 9, 2017	Posting of Recommendation

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.

4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form. **Failure of the Proposer to submit the Required Response Form and/or sign the form shall result in disqualification of proposal.**

4.1.5 **Contract for Sale and Purchase: To be executed after the selection of the successful proposer/firm.**
This contract does not need to be executed and submitted with proposal – this is a sample. **(See Attachment C)**

4.1.6 <u>Deposit:</u> A deposit equal to <u>ten (10%) percent of the proposed amount offered</u> for each property should accompany the Proposal. (See SECTION 6, Special Condition 6.7)
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4.1.7 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

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

With a Copy to: Mr. Chris Akagbosu, Director
Facility Planning & Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue, Eighth Floor
Fort Lauderdale, Florida 33301

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)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below shall result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes.**

4.2.2 All Proposers should submit a Letter of Credit from a recognized bank or financial institution for the proposed amount **OR** any other forms/letters to show proof of or support as evidence of the Proposer's financial capability. **If Proposer will be purchasing the property without using a lending institution, then a statement to that effect must be included in the Proposal submitted.**

4.2.3 All Proposers should submit a **deposit equal to ten (10%) percent of the proposed amount. (See Section 6.7)** The deposit can either be submitted with your Proposal or upon request. Failure to submit the deposit upon request shall result in disqualification of proposal.

4.3 **Evaluation Criteria** - This section represents the information that will be utilized in the evaluation of proposals received in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated.** Price offered must equal or exceed the minimum purchase price.

4.3.1 **Financial Capability** – Proposer shall provide a description of Proposer's financial capability to purchase the property. The nature of this information provided in the Proposal is at the discretion of the Proposer. Proposer is encouraged to provide the maximum level of information that along with the Proposer's track record, will enable SBBC to evaluate the financial capability of the Proposer. However, SBBC recognizes the sensitivity of some Proposers to revealing this information in a competitive public procurement.

4.3.2 Contract Information

4.3.2.1 Purchase Price:

Proposers are to provide the purchase price offered for the property in Section 4.3.3. **IN ORDER FOR A PROPOSAL TO BE CONSIDERED, THE AMOUNT OFFERED MUST BE EQUAL TO OR GREATER THAN THE MINIMUM PURCHASE PRICE INDICATED FOR THE PROPERTY STATED.** Failure to meet the minimum purchase price as indicated shall disqualify proposal item.

Item 1: Elementary D1 Site: \$9,750,000.00 (Minimum asking price)

NOTE: Property will be awarded to Proposer offering the highest purchase price and meeting all terms, conditions and specifications of the RFP.

4.3.2.2 Inspection Period

The allotted Inspection Period will be **no more than 90 days from date of executed contract.** Therefore, Proposer must clearly state the timeframe it intends to inspect the desired property. The stated timeframe will be incorporated into the Agreement of Sale and Purchase between The School Board of Broward County, Florida and the Awardee. Proposers unable to complete Inspection Period within **90 days** from date of executed agreement should not submit a Proposal, because days beyond this period will not be considered for award.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria (Continued)

4.3.2.3 Entitlement Approval Period

Entitlement approval and all permits (hereinafter referred to as "Entitlement Approval Period") needed to develop the desired property must be completed **no more than 365 days after Inspection Period**. Therefore, proposer must clearly state the timeframe it intends to seek entitlement approval and all permits needed to develop the desired property. The stated timeframe will be incorporated into the Agreement of Sale and Purchase between The School Board of Broward County, Florida and the Awardee. Proposers unable to complete Entitlement Approval Period **within 365 days after the Inspection Period** should not submit a Proposal, because days beyond this period will not be considered for award.

4.3.3 Purchase Price

4.3.3.1 Indicate in this section the purchase price being offered for the property described.

This is a binding offer. The purpose of this bid form below is to state the amount that you are willing to bid for the purchase of this parcel and should be accompanied by a ten percent (10%) deposit of the bid amount. (See Special Condition 6.7 of this RFP)

The property is for sale only, no proposed lease terms will be considered.

ITEM 1

SITE: ELEMENTARY D1 SITE

PROPERTY SUMMARY

Location:	Southeast corner Hiatus Road/Broward Boulevard, Plantation, FL
Site Size:	11.84 Acres
Improvements:	Perimeter Fencing
Zoning:	CF-P Community Facility General
Folio Numbers:	50-41-07-15-0020
Water & Sewer:	Available – None on site
Broward County Land Use:	Low (3) Residential
City Land Use:	Park Movable
Property:	"As Is" Sale
Deed Restriction	A deed restriction will be placed on the property which prohibits the development of a K-12 educational facility.
	Note: All information is believed accurate <u>but is not guaranteed</u> . Proposers should verify all information necessary before submitting a proposal. Read the entire package carefully before submitting a purchase price.

MINIMUM PURCHASE PRICE: (\$9,750,000.00)

TOTAL OFFER

Inspection Period: _____ Days Entitlement Approval Period _____ Days \$_____

WRITTEN AMOUNT

(If words and numbers do not match above, words shall take precedence)

5.0 EVALUATION OF PROPOSALS

- 5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1, Indemnification, according to the following:

The highest offer price shall prevail. If the highest offer price results in a tie, the tie will be broken by the actual number of days Proposers submitted for Entitlement Approval Period. Whichever is the shortest timeframe will determine the recommended Awardee. If there is a tie with the Entitlement Approval Period, the tie will be broken by the actual number of days Proposers submitted for the Inspection Period. Whichever is the shortest timeframe will determine the recommended Awardee. If there is a tie with the Inspection Period, then Awardee will be determined by coin toss.

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the rejection of the entire submitted proposal. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, and specification (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP. Should the highest ranked proposer become unable to complete the transaction, e.g., financial institution decides not to provide funding, the Committee will negotiate with the next highest ranked proposer.
- 5.4 **AWARD:** SBBC intends to make an award to the Proposer with the highest offer and that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the property sought in the RFP in accordance with the terms of negotiations. **The accepted purchase price cannot be renegotiated after selection of the successful Proposer and execution of the contract between Awardee(s) and the School Board.** A sample Agreement of Sale and Purchase of surplus property is provided as **Attachment C** which shall be used for the sale of the property, will be prepared for execution by the Awardee and the SBBC. The Agreement for the sale of the property shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. If the Agreement for the property is terminated the property will again be marketed via an RFP.

After the posting of the recommended Proposer for the proposed property, Facilities Planning and Real Estate Department will work with the recommended Proposer and their representatives (including attorneys) to generate an Agreement of Sale and Purchase **Attachment C** that is consistent with the provisions of the RFP for SBBC approval.

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, October 24, 2017** at the following address in order to be considered:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT**

7720 West Oakland Park Boulevard, Suite 323

Sunrise, Florida 33351-6704

Attention: RFP 18-103V – SALE OF SURPLUS PROPERTY – ELEMENTARY D1 SITE

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as “original”) will constitute the original governing documents. **The electronic version in PDF format on CD/flash drive identical to the original proposal**, including any supplemental information/marketing materials), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-103V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All Proposals shall be submitted in sealed packaging with RFP number and the Proposer's firm name clearly marked on the exterior of package.

- 6.2 **PROPOSER'S CONDITIONS:** SBBC shall not consider any conditional Proposals with the exception of an Entitlement Approval Period. Other conditioned Proposals shall be disqualified in its entirety.
- 6.3 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the property covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 6.4 **GUARANTEE/WARRANTY:** The information contained in the Proposal is believed to be accurate. However, SBBC offers no guarantee or warranty as to the accuracy of the information, the physical condition of the property, or the suitability of the property for the Proposers' intended use(s). Any title insurance commitment provided under Special Condition 6.6, **TITLE INSURANCE**, is issued or offered only by the title company and is not a guarantee, warranty or commitment offered by SBBC.
- 6.5 **BROKERAGE/COMMISSION:** SBBC shall not employ or pay any brokerage or sales commission under this agreement.
- 6.6 **TITLE INSURANCE:** A title insurance commitment will be issued in accordance with **Article 5** of the Agreement of Sale and Purchase attached to this RFP (**Attachment C**). By submitting a Proposal upon the subject property, the Proposer agrees that the property is to be sold in "as is" condition. Within 15 days of a fully executed Agreement of Sale and Purchase, the Awardee will be provided with an updated title commitment and, after closing, an owner's title insurance policy.
- 6.7 **DEPOSIT:** Proposal should be accompanied by a deposit in the form of a **CERTIFIED CASHIER'S CHECK only** and made payable to **"The School Board of Broward County, Florida"** in the amount of **ten percent (10%) of the bid amount**. If the deposit is not enclosed in the submitted proposal, Proposer has five (5) business days from date of notification to deliver the deposit to the Procurement & Warehousing Services Department or submitted proposal shall be disqualified. Company checks, personal checks, or cash shall not be acceptable and shall disqualify proposal. Deposits will be held by SBBC, Procurement & Warehousing Services Department, until ten (10) days after the recommended proposer has been selected and posted, after which, deposits from all unsuccessful proposers will be returned to the Proposer. If the deposit is returned for non-sufficient funds or for another other reason, SBBC reserves the right to accept the next highest bid whose deposit has cleared funds. The deposit will be credited towards the balance of the purchase price at closing. If the recommended proposer fails to complete its purchase by the closing date deadline, the deposit will be forfeited to SBBC as liquidated damages. .

- 6.8 **PAYMENT:** The Awardee shall wire transfer final payment of funds (the purchase amount less the initial deposit required under Section 6.9 above) to SBBC at settlement. SBBC will not finance any portion of the purchase price.
- If the Awardee fails to close on this transaction, SBBC shall retain the ten percent deposit made at the time of Proposal submission as liquidated damages unless the reasons are based on provisions stipulated in the agreement.
- 6.9 **MINIMUM PURCHASE PRICE:** SBBC WILL NOT CONSIDER ANY PROPOSAL FOR AN AMOUNT LESS THAN THE MINIMUM PURCHASE PRICES INDICATED IN SECTION 4.3.3.
- 6.10 **CLOSING:** Closing shall be held in Broward County, Florida, at SBBC, Office of the General Counsel (School Board Attorney).
- 6.11 **BREACH OR TERMINATION OF CONTRACT:** If the recommended Awardee breaches the terms and conditions of the Agreement of the Sale and Purchase or otherwise defaults thereunder, recommended Awardee will be ineligible to rebid on the same property or, in the SBBC's discretion, any other SBBC property in the future.
- 6.12 **DEED RESTRICTION:** A deed restriction as provided in the Special Warranty Deed attached to the Agreement of Sale and Purchase shall apply to the property.
- 6.13 **RE-ZONING:** Entitlement/Governmental Approval Period (Section 4.3.2.3) has been incorporated into the Agreement (**Attachment C**) to allow the recommended Proposer the necessary time to obtain their governmental approval. If re-zoning is not possible and the recommended Proposer decides to terminate the Agreement prior to the expiration of the Entitlement/Governmental Approval Period, per the Agreement, a dollar amount as agreed upon by both parties shall be paid to SBBC.
- 6.14 **SALE TERMS:**
- Recommended Proposer will be responsible for all closing costs.
 - Parcel to be sold "as is", "where is".
 - Proposer shall perform all required due diligence, SBBC makes no representation or warranty with respect to the condition of the land.
- 6.15 **EXAMINATION OF PROPERTY:** No SBBC employees will be on-site for questions during this period of the solicitation. Proposers would be inspecting the property at their own risk, and are fully responsible and liable for their personnel, inspectors, guests, and invitees of all types while at the property. Proposer(s) agree(s) to accept this liability at all times during any inspection.

7.0 GENERAL CONDITIONS

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By Awardee: Awardee 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 or services furnished by the Vendor, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee(s). Any violation of these stipulations may also result in:
- 7.6.1 For a period of two (2) years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP, and any Agreement resulting from it, shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 7.11 Deleted.
- 7.12 Deleted.

7.0 GENERAL CONDITIONS (Continued)

- 7.13 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment A** with its proposal. Any employees identified by the Proposer when completing **Attachment A** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.14 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.19 Deleted.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases 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 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

7.0 GENERAL CONDITIONS (Continued)

CERTIFICATION

7.21.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

7.22 Deleted.

7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, State holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth (10th) calendar day falls on a Saturday, Sunday, State holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services Department and on www.demandstar.com on **November 9, 2017 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Procurement & Warehousing Services Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, State holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth (10th) calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.0 GENERAL CONDITIONS (Continued)

- 7.25 Deleted.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Procurement & Warehousing Services Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made to SBBC for immediate cancellation.
- 7.28 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine 754-321-2158.
- 7.29 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement & Warehousing Services Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement & Warehousing Services Department. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.30 Deleted.
- 7.31 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Member(s), for the purpose of influencing consideration of this Proposal.
- 7.32 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.32.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.0 GENERAL CONDITIONS (Continued)

- 7.33 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.35 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.36 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.
- 7.37 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT on or before 2:00 p.m. EST** on the date due.
- 7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.39 No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered.
- 7.40 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 7.40.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it services the best interest of SBBC.
- 7.40.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.40.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.40.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 7.40.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0).
- 7.40.3.3 Failure to respond to all subsections within the RFP.
- 7.40.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 7.40.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7.40.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.41 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.

7.0 GENERAL CONDITIONS (Continued)

- 7.42 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.43 Deleted.
- 7.44 **DISTRIBUTION OF RFP:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Procurement & Warehousing Services Department for the distribution of all competitive solicitations including ITBs and RFPs. Also, the RFP will be published/distributed via Loopnet at www.loopnet.com, at the Facility Planning & Real Estate Department website <http://www.broward.k12.fl.us/propertymgmt/new>, and via signs posted on each property. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar, LoopNet, and the Facility Planning and Real Estate Department website. SBBC reserves the right to reject any Proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.45 Deleted.
- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all of SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.47 Deleted.
- 7.48 **TIE BID PROCEDURES:** If the Committee's evaluation of the purchase price results in a tie between two (2) or more Proposals, priority shall be given to Proposers in the following sequence:
- If the highest offer price results in a tie, the tie will be broken by the actual number of days Proposers submitted for Governmental Approval Period. Whichever is the shortest timeframe will determine the Awardee.
 - If there is a tie with the Governmental Approval Period, the tie will be broken by the actual number of days Proposers submitted for the Inspection Period. Whichever is the shortest timeframe will determine the Awardee.
 - If there is a tie with the Inspection Period, then Awardee will be determined by coin toss. The coin toss shall be held publicly either in the Procurement & Warehousing Services Department or the location where the RFP Evaluation takes place. The Proposers with the same offer price will be invited to be present as witnesses.
- 7.49 Deleted.

ATTACHMENT A

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

The School Board of Broward County, Florida
RFP 18-103V – SALE OF SURPLUS PROPERTY – ELEMENTARY D1 SITE

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- ☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- ☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

_____ Signature	_____ Company Name
_____ Name of Official	_____ Business Address
_____ City, State, Zip Code	

03/28/13

ATTACHMENT B

Drug-Free Workplace

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR
AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity 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: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____ (Signature)

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary)

public)

FORM: #4530

3/93

ATTACHMENT C

Sample Contract for Sale and Purchase of Surplus Property

AGREEMENT OF SALE AND PURCHASE

THIS **AGREEMENT OF SALE AND PURCHASE** ("Agreement") made as of the _____ day of _____, 201____, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida ("Seller") and _____ ("Purchaser"), with the joinder and consent of **JOSEPH M. BALOCCO, JR., P.A.** (hereinafter referred to as "Escrow Agent").

WITNESSETH:

WHEREAS, Seller is the owner and holder of the fee simple title to that certain parcel of real property lying, being and situate in Broward County, Florida, legally described on **Exhibit "A"** attached hereto and made a part hereof, together with all easements, rights-of-way, privileges, appurtenances and rights to same, belonging to and inuring to the benefit of said real property; all strips and gores, if any; all right title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue, open or proposed, in front of or adjoining said real property to the center line thereof, and all right, title and interest of Seller in and to any awards made or to be made in lieu thereof, and in and to any unpaid awards for damage to said real property by reason of change of grade of any street ("Land"); and

WHEREAS, the Land, together with all of the rights and appurtenances appertaining thereto, are hereinafter collectively referred to as the "Property"; and

WHEREAS, Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser, all for the price and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1) **Recitation.** The recitations set forth in the preamble of this Agreement are true and correct and are incorporated herein by this reference.

2) **Sale of Property.** Seller shall sell, transfer, assign and convey to Purchaser at the Closing, as hereinafter defined, the Property, and Purchaser shall accept such conveyance, subject to the conditions hereof and upon the representations and warranties herein made.

3) **Purchase Price.**

3.1. The Purchase Price to be paid by Purchaser to Seller for the Property ("Purchase Price") shall be _____ (\$ _____) Dollars.

3.2. The Purchase Price shall be paid as follows:

(a) Seller acknowledges receipt of an earnest money deposit in the amount of _____ (\$ _____) Dollars ("Deposit"), which Deposit accompanied Purchaser's Proposal and which Deposit shall be transferred to and held in escrow by Escrow Agent in accordance with the terms of this Agreement provided this Agreement shall be approved by the Board. This Agreement is subject to the formal approval by the School Board of Broward County (the "Board") in a meeting to

be held on or before _____, 201____. In the event the Board shall fail to timely approve this Agreement, the Deposit shall be forthwith returned to the Purchaser. In the event Purchaser notifies the Seller of its intent to proceed, or is deemed to have approved same, pursuant to the terms of Paragraph 8 of this Agreement, on or prior to the end of the "Inspection Completion Date" (as hereinafter defined), the Deposit shall be non-refundable, except in the event of an uncured Seller default, and provided that the closing conditions referenced in Paragraph 15 hereof have been satisfied and/or waived.

(b) At Closing, Purchaser shall pay to the Seller the balance of the Purchase Price, of which the Deposit shall be a part thereof, payable in cash, by wire transfer, subject to prorations, adjustments and credits as hereinafter set forth.

4) **Permitted Encumbrances.** At Closing, Seller shall deliver the Land by a Special Warranty Deed conveying good, marketable and insurable title to the Property, free and clear of all liens, claims, easements, limitations, restrictions or encumbrances whatsoever, except for the following "Permitted Encumbrances", to wit:

- (a) Ad valorem real estate taxes for the year of Closing and subsequent years not yet due and payable; and
- (b) Zoning restrictions and prohibitions imposed by governmental and/or quasi-governmental authority; and
- (c) Those matters set forth in **Exhibit "B"** attached hereto and made a part hereof.

5) **Title.** Within fifteen (15) days from the Effective Date as hereinafter defined, Seller shall deliver, at Purchaser's cost, an ALTA Form B title insurance commitment ("Commitment") with respect to the Land in the amount of the Purchase Price prepared by Chicago Title Insurance Company ("Title Company") issued by Escrow Agent, together with legible hard copies of all exceptions contained in the Commitment. Further, Purchaser may obtain, at Purchaser's cost, within thirty (30) days following the date of the execution of this Agreement, an up-to-date survey (with appropriate monuments) on the ground ("Survey") prepared in accordance with the Minimum Technical Standards set forth in rules adopted by the Florida Board of Land Surveyors pursuant to Florida Statutes 472.027 and certified to Purchaser, Seller, Escrow Agent and the Title Company under seal by surveyor licensed by the State of Florida acceptable to Purchaser showing the legal description of the Land and calculation of the acreage of the Land and shall overlay all easements, (temporary or permanent), rights-of-way, improvements, fences, utilities, poles, water areas and all other matters affecting title to the Land as of the effective date of the Commitment. If the Survey shows any encroachments affecting the Land, the same shall be deemed to be a title defect. Purchaser shall have ten (10) business days from receipt of the Commitment (and the Survey if, as and only to the extent timely obtained by Purchaser) (collectively referred to as "Title Evidence") in which to examine same ("Title Review Period"). In the event that Purchaser is not satisfied with the status of title with respect to the Land for any reason (including an objection as to any of the Permitted Encumbrances), Purchaser shall have the right to terminate this Agreement upon delivery of written notice to Seller prior to the end of the Title Review Period, whereupon Escrow Agent shall return to Purchaser the Deposit and the parties shall be released of all further obligations each to the other under this Agreement, except to the extent of the indemnities and obligations stated to survive such termination ("Surviving Obligations"). Additionally, if Purchaser does not elect to terminate this Agreement as provided in the preceding sentence and if title is found to be subject to any matters other than the Permitted Encumbrances, Purchaser shall within said Title Review Period, notify Seller in writing specifying the defects. Seller shall have sixty (60) days from receipt of such notice to exercise its best efforts to cure the defect and if after said sixty (60) day period Seller shall not have cured such defect, then the Deposit shall be refunded to Purchaser and this Agreement shall be terminated except for the Surviving Obligations. Seller shall not be obligated to file suit to cure title.

6) **Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price therefor, Seller covenants, represents and warrants to Purchaser as follows, to wit:

(a) Subject to the Board's approval, the Seller has the full right, power and authority to own, operate and convey the Property, and does not need any further consents, joinders or other authorization from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated hereby.

(b) At Closing, no work shall have been performed or be in progress and no materials or services shall be furnished with respect to the Property or any portion thereof which could give rise to any mechanic's, materialmen or other liens. At Closing, Seller shall furnish to Purchaser an affidavit in form and substance acceptable to Title Company attesting to the absence of any such liens or potential liens (if there are no such liens) required by the Title Company to delete the mechanic's lien standard preprinted exception.

(c) Seller is not a party to and the Property is not affected by any service, maintenance, property management or any other contracts or other agreements of any kind ("Service Contracts").

(d) Seller is neither a "foreign person" nor a "foreign corporation" (as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended).

(e) There are no leases, use rights or other rights of occupancy which affect the Property, and there will be no leases, use rights or other rights of occupancy affecting the Property at Closing.

7) **Covenants of Seller.** As a material inducement to Purchaser entering into this Agreement, Seller hereby covenants unto Purchaser the following, to wit:

(a) Within five (5) days from the Effective Date, Seller will furnish, or cause to be furnished, to Purchaser any documents and other information requested by Purchaser with respect to the Property which Seller has in its possession;

(b) If Seller receives any actual notice of the commencement of any legal action or notice from any governmental authority affecting the Property, or the transaction contemplated by this Agreement, Seller agrees to immediately provide written notice of same to Purchaser. Seller shall not seek any change in the existing governmental approvals for the Property without the prior written consent of Purchaser in each instance and as otherwise required hereunder. In the event of any legal action or violation of governmental or quasi-governmental authority which will affect the Property and Seller shall fail to cure such matter giving rise to such legal action or violation within one hundred thirty (130) days from date of notice to Purchaser thereof (whereupon the Closing shall be extended for up to one hundred thirty (130) days without the payment of any extension fees to permit Seller's cure thereof, if applicable), Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon the Deposit shall be immediately returned to Purchaser, and the parties shall be released of all further obligations each to the other hereunder, provided however, Purchaser shall not be released with respect to its indemnities and obligations that expressly survive termination of this Agreement.

8) **Inspections.**

(a) The parties hereto acknowledge that Purchaser, as of the date of the execution of this Agreement, has not yet had an opportunity to review, examine, evaluate or otherwise satisfy itself with respect to the

financial or economic viability of the transaction contemplated hereby, the soil condition, environmental condition, or other aspects of the Property. In that regard, Purchaser shall have a period ("Inspection Period") which shall be _____ (____) days following the Effective Date in which to conduct such inspections and otherwise examine same. If, prior to 5:00 p.m. e.s.t. on a date ("Inspection Completion Date") which is the end of the Inspection Period, Purchaser determines that the Property is not acceptable in Purchaser's sole and absolute discretion, Purchaser shall give written notice to Seller electing to terminate this Agreement. In the event said notice is not delivered prior to 5:00 p.m. e.s.t. on the Inspection Completion Date, it shall be deemed that Purchaser has elected to proceed in accordance with the terms of this Agreement. Should Purchaser timely elect to terminate this Agreement the Escrow Agent is hereby authorized and directed to return the Deposit to Purchaser and the parties shall be relieved of all further obligations each to the other; provided however, Purchaser shall not be released with respect to obligations and indemnities that expressly survive termination of this Agreement. Purchaser hereby indemnifies and holds Seller forever harmless from and against any and all loss, cost, damage, liability, lien, claim, threat(s) of claim, or other exposure suffered or incurred by Seller on account of the acts or omissions of Purchaser, its employees, agents and/or contractors which respect to the inspections (including, without limitation, reasonable attorney's fees, paralegal's fees and court costs through all trial and appellate levels incurred by Seller through the defense thereof). Any request for an extension of the Inspection Completion Date shall be accompanied by a Fifteen Thousand and no/100 (\$15,000.00) Dollar nonrefundable extension fee which will not be credited to the Purchase Price and which fee shall be returned to the Buyer in the event that the Seller denies the extension request.

(b) Purchaser, its agents, employees and representatives, shall have access to the Property at all reasonable times subsequent to the Effective Date and prior to the Closing or earlier termination of this Agreement, upon reasonable prior notice to the Seller, with full right to perform the inspections (provided the inspections are non-intrusive, and as otherwise approved by Seller, which approval shall not be unreasonably withheld or delayed). Upon completion of any inspections, Purchaser shall restore any damage to the Property caused, directly or indirectly, by Purchaser's inspections to the condition existing immediately prior to such inspections of the Property. Purchaser shall, at Purchaser's expense, promptly cause: (i) all borings made by or on behalf of Purchaser to be plugged or capped in a safe manner in accordance with applicable law; (ii) all property, if any, damaged or destroyed by Purchaser, its employees, agents and independent contractors to be repaired, restored and replaced; and (iii) all debris, if any, and all underbrush cut or uprooted, if any, resulting from or in connection with the inspections to be removed from the Land, provided, however, in no event shall such inspections disturb environmentally sensitive lands nor shall Purchaser cut or uproot, or permit or cause any of Purchaser's employees, agents or independent contractors to cut or uproot, any living trees or disturb any wetlands situated on the Land.

(c) All inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser's inspections of the Property shall be at the sole cost of Purchaser, and shall be performed free and clear of all liens, claims and encumbrances and in a manner not to unreasonably interfere with the Seller's ownership, operation and maintenance of the Property. Purchaser shall not permit any liens to be placed against the Property, or any portion thereof, as a result of any actions taken or inactions or omissions by, through or under Purchaser and shall promptly remove any such liens so filed by payment or bonding of same in the manner required by Florida law so that such liens, claims or encumbrances no longer constitute same on any portion of the Property.

(d) Notwithstanding anything contained herein to the contrary, prior to Purchaser's performing any inspections upon the Property, Purchaser shall furnish Seller with a certificate of insurance evidencing that Purchaser has in effect a general liability policy (from an insurance company licensed by the State of Florida and reasonably acceptable to the Seller), with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability in any one occurrence naming Seller as an additional insured.

The provisions of this Paragraph 8 shall prevail over any other section or paragraph of this Agreement in the event of any conflict or ambiguity and shall survive the Closing.

9. **The Closing.**

The closing of title hereunder ("Closing") shall take place at the offices of Escrow Agent, 1323 SE Third Avenue, Fort Lauderdale, Florida 33316 ("Closing Location") commencing at such time as may be mutually agreed to by the Parties on the date that is _____ (____) days from the Effective Date.

10. **Prorations and Adjustments.** Special assessment liens which have been certified and physically commenced (certified liens) as of the Closing shall be paid in full by Seller (and discharged such that the Property is free of same) at the Closing. Special assessment liens which have been authorized, but where the work has not been commenced and are pending (pending liens) as of the Closing shall be assumed by Purchaser.

Seller represents that it is a tax exempt entity. The Parties agree to comply with the provisions of Florida Statute 196.295 with respect to payment of real property taxes.

The provisions of this Paragraph 10 shall survive the Closing.

11. **Brokerage.** The Parties hereto each represent to the other that there are no brokers instrumental in the negotiation and/or consummation of this transaction, except for _____. **The Seller shall not be obligated for the payment of any brokerage commission whatsoever in connection with this Agreement.** Purchaser shall be obligated for payment of any brokerage commission. Seller and Purchaser hereby indemnify and hold each other harmless from and against any cost, fees, damages, claims and liabilities, including, but not limited to, reasonable attorney's and paralegal's fees arising out of any claim or demand or threats of claim made by any broker or salesmen claiming by reason of its relationship with the offending party or its representatives, employees or agents, whether incurred by settlement and whether or not litigation results in all trial, arbitration and appellate levels. The provisions of this Paragraph shall survive Closing or earlier termination of this Agreement.

12. **Closing Costs.** The costs of recording any corrective instruments shall be paid by Seller. The cost of recording the Special Warranty Deed as well as all documentary stamps owed in connection therewith and the cost of the Title Evidence and the title insurance premium due with respect to the Title Policy to be issued from the Commitment shall be paid by Purchaser.

Except in the event of a default hereunder, the parties shall each bear their own respective attorney's fees.

13. **Documents to be Delivered.**

(a) At the Closing, simultaneously with the payment of the Purchase Price by Purchaser to Seller, Seller shall deliver or cause to be delivered to Escrow Agent on behalf of Purchaser the following, to wit:

(i) The Special Warranty Deed, a copy of which is attached hereto as **Exhibit "C"**, conveying the fee simple title to the Property to Purchaser, subject only to the Permitted Encumbrances.

(ii) A standard No-Lien, Parties in Possession and FIRPTA Affidavit executed by Seller which shall be in recordable form and otherwise satisfactory to the Title Company in order to delete the standard printed exceptions relating to mechanic's liens and parties-in-possession.

(iii) An affidavit requested by the Title Company as may be necessary to insure the gap between the effective date of the Commitment to and through the date of the recordation of the deed.

(b) Purchaser shall deliver to Escrow Agent on behalf of the Seller the Purchase Price adjusted for all appropriate prorated items, credits and adjustments, of which the Deposit shall constitute a part thereof.

(c) At Closing, Seller and Purchaser shall mutually execute and deliver to each other a Closing Statement in customary form.

14. **Assignment.** Purchaser shall not assign this Agreement without first obtaining the prior written consent of Seller, which consent may be granted or withheld in the Seller's sole and absolute discretion.

15. **Closing Conditions.** Purchaser's obligation to close hereunder is conditioned on the following:

(a) There has been no adverse change in the condition of title from the Effective Date of the Title Commitment which would render Seller's title unmarketable.

(b) There has been no environmental event since the expiration of the Inspection Period which would adversely affect the Property.

16. **Default.**

16.1. In the event that Seller has complied with all terms and provisions required to be complied with by Seller hereunder and Seller is ready, willing and able to close but for the default of Purchaser and such default is not cured within ten (10) days after written notice by Seller to Purchaser specifying such default and the action deemed necessary to cure such default, then and upon the occurrence of all of the foregoing events, Escrow Agent shall deliver the Deposit to Seller as full and agreed upon liquidated damages in full settlement of any and all claims against Purchaser for damages or otherwise whereupon, this Agreement shall be null, void and of no further force and effect and neither party shall have any further liability or obligation to the other hereunder.

16.2. If: (i) Seller shall have failed to comply with any material obligations of Seller in this Agreement; or (ii) any of the representations and warranties made by Seller herein shall be in any material respect inaccurate; or (iii) Seller shall otherwise be in material default of this Agreement, Purchaser shall have the right:

(a) to cancel this Agreement by giving notice to Seller and this Agreement shall be deemed to be terminated as of the date of such notice, in which event the Escrow Agent is hereby authorized and directed to return to Purchaser the Deposit (together with interest earned thereon, if any), whereupon, the parties hereto shall be released of all further obligations each to the other hereunder, save and except for the Surviving Obligations; or

(b) to take title subject to the defect, exception, objection, inaccuracy or failure without diminution of the Purchase Price.

None of the foregoing provisions of this Paragraph 16.2 are intended to nor shall they limit or affect the Purchaser's right to an action for specific performance in the event of a refusal or failure by Seller to convey title to the Property to Purchaser or otherwise comply with the terms and provisions of this Agreement. Purchaser hereby waives any claim for damages against Seller.

16.3. The parties further agree that in the event it becomes necessary for either party to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonable attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation.

The provisions of this Paragraph 16 shall survive Closing.

17. **Condemnation or Eminent Domain.** In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing resulting in a taking of any part or all of the Property, Seller shall immediately provide written notice thereof to Purchaser and, Purchaser shall have the option: (i) to cancel this Agreement, in which event the Deposit with interest thereon shall be promptly returned to Purchaser, and upon such return, this Agreement shall be terminated and the parties released of any further obligation hereunder; or (ii) to Close the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, Seller shall cause any condemnation or eminent domain award to be assigned to Purchaser. Purchaser shall notify Seller of its election of (i) or (ii) above within ten (10) business days of Purchaser's receipt of notice of any such condemnation or eminent domain proceedings. Seller agrees that it shall not enter into any settlement of any condemnation proceedings or eminent domain award without the prior written consent of Purchaser.

18. **OPTIONAL - Entitlement Approval Period.** Purchaser shall have _____ (____) days from the Inspection Completion Date (the "Entitlement Approval Period") within which to obtain non-appealable, final site plan, zoning and land use amendment approvals, as necessary, and permits to construct

_____ (the "Anticipated Use") in accordance with a site plan and subject only to such stipulations, conditions and requirements as are acceptable to Purchaser in its sole discretion (the "Approvals"). Purchaser shall diligently pursue obtaining the Approvals and shall provide Seller with quarterly progress reports detailing Purchaser's efforts to obtain the Approvals. Seller shall fully cooperate with Purchaser in connection with Purchaser's efforts to obtain all such permits and approvals, including, without limitation, executing such applications or such other documents and instruments and attending such meetings with governmental authorities as may be reasonably necessary to allow Purchaser to process Approvals in its name or in the name of the Seller. If Purchaser has proceeded diligently and in good faith towards obtaining the Approvals, Purchaser shall have the right to extend the Entitlement Approval Period for _____ (____), _____ (____) month periods by delivery of written notice to Seller of its election to so extend on or before the expiration of the Entitlement Approval Period, which delivery shall be accompanied by an extension fee in the sum of Twenty-Five Thousand and no/100 (\$25,000.00) Dollars per extension, which extension fee shall be non-refundable except in the event of an uncured Seller default and shall not be credited towards the Purchase Price. In the event that Purchaser shall fail to timely obtain the necessary entitlement approvals, and provided Purchaser has exercised good faith efforts to obtain same, Purchaser shall have the option upon written notice to Seller, prior to the expiration of the Entitlement Approval Period (as may be extended hereby), to waive the obtaining of said Approvals or terminate this Agreement, in which event the _____ (\$_____) Dollars of the Deposit shall be forthwith returned to the Purchaser and the remaining _____ (\$_____) Dollars shall be paid to Seller. Purchaser's failure to timely notify Seller of Purchaser's election shall constitute a waiver of Purchaser

obtaining said Approvals and the transaction shall proceed to Closing as otherwise provided herein. Should Purchaser timely elect to terminate the Deposit shall be disbursed as provided herein and neither Party shall have any further obligation to the other with the exception of the Surviving Obligations.

19. **Escrow Agent.** Escrow Agent agrees, by the acceptance of the Deposit, to hold same in escrow and to disburse it in accordance with the terms and conditions of this Agreement; provided, however, that in the event a dispute shall arise between any of the parties to this Agreement as to the proper disbursement of the Deposit, the Escrow Agent may, at its option: (1) take no action and hold all funds until agreement is reached between the disputing parties, or until a judgment has been entered by a court of competent jurisdiction and the appeal period has expired thereon, or if appealed then until the matter has been finally concluded, and then to act in accordance with such final judgment; or (2) institute an action for declaratory judgment, interpleader or otherwise joining all affected parties and thereafter complying with the ultimate judgment of the court with regard to the disbursement of the deposit and disposition of documents, if any. In the event of any suit between Seller and Purchaser wherein the Escrow Agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover all attorneys' fees and costs incurred, including costs and attorneys' fees for appellate proceeding, if any, said fees and costs to be charged and assessed as court costs against the losing party or parties, jointly and severally. Further, the parties hereto acknowledge that Escrow Agent shall have the right to represent Seller and itself in connection with the matters contemplated by this Agreement, and in that regard, Purchaser shall not, and is hereby estopped from objecting to such representation.

20. **Contract Administration.** The School Board of Broward County has delegated authority to the Superintendent of Schools or his/her designee, to take any action necessary to implement and administer this Agreement.

21. **Notices.** All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to Seller:

Superintendent of Schools
The School Board of Broward County Florida
600 Southeast Third Avenue - 10th floor
Fort Lauderdale, FL 33301

Telephone No: _____
Telecopier No: _____
E-Mail: _____

With a copy to:

Director of Facility Planning and Real Estate
The School Board of Broward County Florida
600 Southeast Third Avenue - 8th floor
Fort Lauderdale, FL 33301

Telephone No: _____
Telecopier No: _____
E-Mail: _____

With a copy to:

Office of the General Counsel
The School Board of Broward County Florida
600 Southeast Third Avenue - 11th floor
Fort Lauderdale, FL 33301

With a copy to:

Joseph M. Balocco, Sr., Esq.
Joseph M. Balocco, Jr. P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316
Telephone No: (954) 764-0005
Telecopier No: (954) 764-1478
E-Mail: jbalocco@baloccolaw.com

As to Purchaser:

Attn.: _____

Telephone No: _____
Telecopier No: _____
E-Mail: _____

With a copy to:

Telephone No: _____
Telecopier No: _____
E-Mail: _____

As to Escrow Agent:

Joseph M. Balocco, Jr., P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316
Attention: Joseph M. Balocco, Jr., Esq.
Telephone No: (954) 764-0005
Telecopier No: (954) 764-1478
E-Mail: jbaloccojr@baloccolaw.com

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by telegraph, telephonic communication reduced to written form (i.e., telecopier) or Federal Express, but shall only be deemed to have been given when received.

22. **Effective Date.** The "Effective Date" shall mean the last day upon which this Agreement becomes fully executed by Seller and the Purchaser and approved by the Board. All time periods shall be calculated in calendar days unless specifically provided otherwise herein.

23. **Further Assurances.** Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto. The parties hereto acknowledge that it is to their mutual benefit to have an orderly and efficient transfer of ownership as contemplated hereby. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate each with the other in effecting the terms of this Agreement.

24. **Time is of the Essence.** For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

25. **Captions and Paragraph Headings.** Captions and Paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

26. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

28. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

29. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida.

30. **Gender.** All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

31. **Entire Agreement.** This Agreement contains and sets forth the entire understanding between Seller and Purchaser, and it shall not be changed, modified or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification or amendment is sought. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

32. **Relationship.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser other than the relationship of a buyer and seller of real and personal property as set forth in this Agreement.

33. **Offer.** Once executed by Purchaser, this constitutes an offer to purchase the Property upon the terms and conditions set forth herein. **This offer is non-binding on the Seller until such time as it shall be reviewed and approved by the Board. The Board reserves the right to reject or accept same. In the event that the Board shall reject same, Purchaser's Deposit shall be refunded to Purchaser forthwith and neither Party shall have any rights or obligations hereunder.**

34. **Possession.** Possession of the Property shall be delivered to Buyer at the Closing, free and clear of all tenancies, use agreements and possessory rights except for the Leases.

35. **Modification.** This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

36. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37. **Recording.** The parties hereby agree that neither party shall record this Agreement or any memorandum of its terms without the prior written consent of the other party.

38. **Radon Gas.** Radon gas is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who were exposed to it over a time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information concerning radon and radon testing may be obtained from your public health unit.

39. **DISCLAIMER.** THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY PROVIDED ELSEWHERE BY THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR CLOSING.

40. **RELEASE.** PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT, REPRESENTATIVE, MANAGER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER (EACH A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR CLOSING.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

ATTEST:

Name: Robert W. Runcie
Title: Superintendent of Schools

SELLER:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate and political subdivision of the State of Florida

By: _____
Name: _____
Title: Chair

Approved as to form and legal content:

Name: _____
School Board Attorney

PURCHASER:

By: _____
Name: _____
Title: _____

The undersigned joins in this Agreement to acknowledge receipt of a check in the amount of _____ (\$_____) Dollars and to agree to hold same (subject to collection), in escrow, pursuant to the terms of Paragraph 18 of this Agreement.

JOSEPH M. BALOCCO, JR., P.A.

By: _____
Joseph M. Balocco, Jr., President

Date: _____, 201____

INDEX OF EXHIBITS

EXHIBIT "A"	-	LEGAL DESCRIPTION
EXHIBIT "B"	-	PERMITTED ENCUMBRANCES
EXHIBIT "C"	-	SPECIAL WARRANTY DEED

SAMPLE

EXHIBIT "A"

LEGAL DESCRIPTION

SAMPLE

EXHIBIT "B"

PERMITTED ENCUMBRANCES

SAMPLE

EXHIBIT "C"

SPECIAL WARRANTY DEED

SAMPLE

JOSEPH M. BALOCCO, SR., ESQ.
JOSEPH M. BALOCCO, JR., P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316

EXHIBIT "C"

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 201__, BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose post office address is: 600 SE Third Avenue, Fort Lauderdale, FL 33301, of the County of Broward and State of Florida, Grantor*, and _____, whose post office address is: _____, of the County of _____ and State of _____, Grantee*,

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in _____ County, Florida, to-wit:

Legal Description attached hereto as Exhibit "A"
Tax Folio No. _____

SUBJECT TO land use designations, zoning restrictions, prohibitions and other requirements imposed by governmental authority none of which are hereby reimposed; the Permitted Encumbrances attached hereto as Exhibit "B"; and taxes for the year of closing and subsequent years.

Grantee, for itself and its heirs, successors and assigns, covenants and agrees that the Property shall never be used to enroll any students in classes earning credit towards graduation for Kindergarten through Grades 12.

In the event that the Grantee, its heirs, successors and assigns, violates the afore covenant, Grantor shall have all remedies available at law or equity, including but not limited to the right to injunctive relief.

and said Grantor will only warrant and forever defend the right and title to the above described property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

*"Grantor" and "Grantee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in
our presence:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate and political subdivision of the State of Florida

By: _____
Name: _____
Title: Chair

ATTEST:

Approved as to form and legal content:

Name: Robert W. Runcie
Title: Superintendent of Schools

Name: _____ Title: Superintendent of Schools
Title: School Board Attorney

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, Chair of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, who ____ is personally known to me or who ____ has produced _____ for identification.

My Commission Expires: _____(SEAL)
Notary Public

ATTACHMENT D

Aerial Maps of Surplus Property

Item 1 – Elementary D1 Site

COMMERCIAL RESIDENTIAL DEVELOPMENT SITE

\$9,750,000 - 11.84 Acres | Plantation | Florida | 33324



location

Corner of W. Broward Blvd. and Hiatus Road prime development site
easy access to I-595, Broward Blvd.
Close to Sawgrass Mills Mall

features

Size: 11.84 acres
Price: 9,750,000
Vacant, Zoned CF-P Community Facility
FOLIO NO.5041-07-15-0020

contact

Mr. Charles High (754) 321-0527
charles.high@browardschools.com
The School Board of Broward County, Florida Procurement & Warehousing Services Department 7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704



ATTACHMENT E

“Statement of “No Response”

ATTACHMENT E, STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No” Response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reasons for “NO Response”:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____

Date: _____