

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020895

1. REQUESTED MOTION:

ACTION REQUESTED: Accept staff recommendation to reject all bids submitted in response to Formal Quotation #Q-020386, Sale of Property located at 15720, 15761, 15790, 15800, and 15900 Park Way, Fort Myers, Florida, for the Division of County Lands.

WHY ACTION IS NECESSARY: On August 29, 2000, the Board took action declaring this property surplus and authorizing the Division of County Lands, in cooperation with the Division of Purchasing Services, to accept sealed quotations to dispose of this surplus property. The Board's action on that date indicated that staff must return to the Board for acceptance or rejection of the quotations.

WHAT ACTION ACCOMPLISHES: Fulfills the requirements of the August 29, 2000 action.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 5

C6B

3. MEETING DATE:
08-27-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125.35
 - ORDINANCE _____
 - ADMIN. _____
 - OTHER Blue Sheet No. 20000827

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER _____
- B. DEPARTMENT Independent
- C. DIVISION County Lands *TLM 8-6-02*
- BY: *Karen L. W. Forsyth, Director* *KRF*

7. BACKGROUND:

On March 25, 2002, the Division of County Lands forwarded a request to the Division of Purchasing Services to solicit quotations for the Sale of Property located at 15720, 15761, 15790, 15800, and 15900 Park Way in East Lee County. The property is further identified as Strap Nos. 22-43-26-02-0000C.0010, 22-43-26-02-0000H.0010, 22-43-26-02-0000H.0100, 22-43-26-02-0000H.0110, and 22-43-26-02-01004.0010.

Lee County acquired approximately 11.5 acres of this property in 1945 by virtue of Chancery Order Book 22, page 64, for delinquent unpaid real estate taxes. Another contiguous acre was acquired in 1991 funded by the proposed Idalia Tree Farm CIP Project No. 1615. The Tree Farm Project was deleted from the Capital Improvement Program later that year.

The Division of Purchasing Services sent out Notices to Quoters in the appropriate categories on the Lee County Bidder's List and placed a legal advertisement in the local paper on April 11, 2002 and April 18, 2002. In addition, the Division of County Lands placed an advertisement in the real estate classified section of the local paper.

Sealed quotations were received by the Division of Purchasing Services up to June 4, 2002. On that date three responses were received in the amounts of \$550,000, \$125,000, and an alternate quote of \$75,000 for a portion of the subject property. The quotations have been thoroughly reviewed and staff recommends all bids be rejected based upon appraisal data.

ATTACHMENTS: *#1* Tabulation Sheet, *#2* Request for Quotations, *#3* Detailed Specifications, *#4* Division Recommendation, and Blue Sheet No. 20000827.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | | | | G County Manager |
|--------------------------|------------------------------|----------------------|------------|-------------------------|----------------------|----------------|----------------|----------------|---------------------|
| <i>K. Forsyth</i> | <i>E. Blummer</i> | <i>N/A</i> | <i>N/A</i> | <i>Approved 9-12-02</i> | OA | OM | RISK | GC | <i>8-14-02</i> |
| | | | | | <i>JRD</i> | <i>8/13/02</i> | <i>8/13/02</i> | <i>8/13/02</i> | |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
BY CO. ATTY.
8/13/02
1035 BLD
CO. ATTY.
FORWARDED TO:
Admin
8/13/02 3:10 PM

REC'D.
8/12 *410*
COUNTY ADMIN.
FORWARDED TO:
8/14 *500*

ATTACHMENT #2



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020386

CLOSING DATE: JUNE 4, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: N/A

AND TIME: N/A

LOCATION: N/A

REQUEST FOR QUOTATIONS

TITLE:

SALE OF PROPERTY LOCATED AT 15720,
15761, 15790, 15800, AND 15900 PARK WAY
IN FORT MYERS, FLORIDA

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: EARL PFLAUMER, CPPB
PURCHASING AGENT
PHONE NO.: (239) 689-7394

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).

- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will not be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE SALE OF PROPERTY
LOCATED AT 15720, 15761, 15790, 15800, and 15900 Park Way
FORT MYERS, FLORIDA**

SCOPE

Lee County desires to sell vacant surplus property at 15720, 15761, 15790, 15800, and 15900 Park Way, in Fort Myers, Florida. The property is located on the South side of the Caloosahatchee River, east of Fort Myers, approximately 1/4 mile west of the Franklin Locks and 1/2 mile north of State Road 80 (Palm Beach Boulevard).

The parcel contains combined total of approximately 12.46 acres. The STRAP Numbers are 22-43-26-02-0000C.0010; 22-43-26-02-0000H.0010; 22-43-26-02-0000H.0100; 22-43-26-02-0000H.0110; 22-43-26-02-01004.0010.

The property is currently zoned AG-2.

See additional site information on Attachment "A".

The property contains areas where illegal dumping has occurred. The site will be cleaned of waste/debris by the County prior to any closing.

The County will have a Phase I - Environmental Site Assessment performed prior to any closing and provide a copy of the report to Buyer.

The property is offered for sale on an "as is" basis. No actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given. Conditional quotes may be considered non-responsive.

BASIS OF AWARD

The award will be made to the quoter offering the highest acceptable quote for the specified parcel. The County reserves the right to reject any and all quotes, at its sole discretion.

The execution of a Real Estate Agreement will be required of the successful Bidder for presentation to the Lee County Board of County Commissioners (see Attachment B).

Conveyance of title shall be without warranties in the form of a COUNTY DEED pursuant to Florida Statute 125.411.

The property is subject to any easements, restrictions, reservations, and rights of record.

BROKERAGE COMMISSION

The county will pay one real estate brokerage commission from the proceeds of the real property sale to a licensed real estate broker representing a successful bidder whereby the broker has registered with the county as the agent for the bidder prior to the bid opening (see Attachment C).

QUOTE DEPOSIT/LETTER OF AUTHORIZATION

Each quote must be accompanied by a deposit of U.S. dollars in the form of a certified check or cashier's check (made out to the Lee County Board of County Commissioners), or cash in the amount of 10% of the amount quoted. The County will have the right to retain as its own, such deposit, should award be made and quoter fails or refuses to complete the purchase, per the specification.

If a quote is submitted by a personal representative/agent, a letter of authorization to act on behalf of the quoter is required. The personal representative/agent shall certify that they are currently, properly licensed, as appropriate.

DUE DILIGENCE

Interested parties are encouraged to complete their own due diligence, including a site inspection prior to quoting. Failure to do so will be at the quoter's risk. This specification was prepared with the best information available, however, no warranties shall be implied.

BUYER'S RESPONSIBILITIES

The quoter whose offer the County deems to be the highest acceptable quote shall have 90 days, after notice of award, to complete the transfer process, pay the remainder of the purchase price, and all closing costs. The purchase and transfer will be completed through the Lee County Division of County Lands.

All costs of the sale will be paid by the Buyer, to include, but not be limited to transfer fees, documentary stamps, recording fees, preparation of documents, etc.

MINIMUM OFFER

No minimum quote is required, however, the County reserves the right to reject any and all bids.

The appraised value for Block 4 and Block H, less and excepting Lot 8 is \$68,000.

The appraised value for Lots 1 through 9, Block C is \$451,000.

The appraised value for Block 4, Block H, less and excepting Lot 8, and Lots 1 through 9, Block C, is \$519,000.

A Summary Appraisal Report dated November 13, 1996, and performed by Diversified Appraisal, Inc., is available for review at the Lee County Division of County Lands, 1500 Monroe Street, Fort Myers, Florida. Call Teresa Mann at (941) 479-8505 for an appointment.

CONTACT

For additional information regarding purchasing procedures, contact Earl Pflaumer of the Lee County Division of Purchasing Services, at (941) 339-6260. For additional information regarding the property, contact Teresa Mann of the Division of County Lands at (941) 479-8505.

Attachment "A"

COUNTY-OWNED PROPERTY IN IDALIA SUBDIVISION

LEGAL DESCRIPTION

Lots 1-9, inclusive, Block C, Idalia Subdivision, Plat Book 3, Page 30, less and except that portion conveyed to Central & Southern Flood Control District in OR Book 131, Page 274.

Lots 1-11, inclusive, Block 4, Idalia Subdivision, Plat Book 3, Page 30.

Lots 1-7, inclusive, and Lots 9-33, inclusive, Block H, Idalia Subdivision, Plat Book 3, Page 30.

STRAP Nos. 22-43-26-02-0000C.0010
22-43-26-02-0000H.0010
22-43-26-02-0000H.0100
22-43-26-02-0000H.0110
22-43-26-02-01004.0010

ACQUISITION

All the above referenced property was acquired by Lee County in 1945 by virtue of Chancery Order Book 22, Page 64, for delinquent taxes, **with the exception of the following two parcels:**

Lot 10, Block H, Idalia Subdivision (Purchased 1/91 - \$4,850.00)
and

Lots 11, 12 and 13, Block H, Idalia Subdivision (Purchased 4/91 - \$13,000.00)

These parcels were purchased through Idalia CIP Project No. 1615. The Idalia Tree Farm Project was deleted from the Capital Improvement Program in 10/91.

SIZE

Lots 1-11, Block 4, are approximately 25' x 140' per lot

Lots 1-7, and Lots 9-33, Block H (32 total lots) (21 lots are approx. 50' X 225') (remaining lots vary in size)

Lots 1-9, Block C, vary in size (largest lot is 100' X 250' to the smallest 100' X 73')

Attachment "A"

SITE DATA

Property is vacant land located on the south side of the Caloosahatchee River in East Fort Myers, approximately 1/4 mile west of the Franklin Locks. The location is approximately 1/2 mile north of State Road 80 (Palm Beach Boulevard).

At one time this site was utilized by Lee County D.O.T. as a spoil site. According to DOT Operations the site has not been used for approximately 10-15 years for said purpose.

Property contains some native vegetation (cabbage palms, palmetto, oak & pine trees)

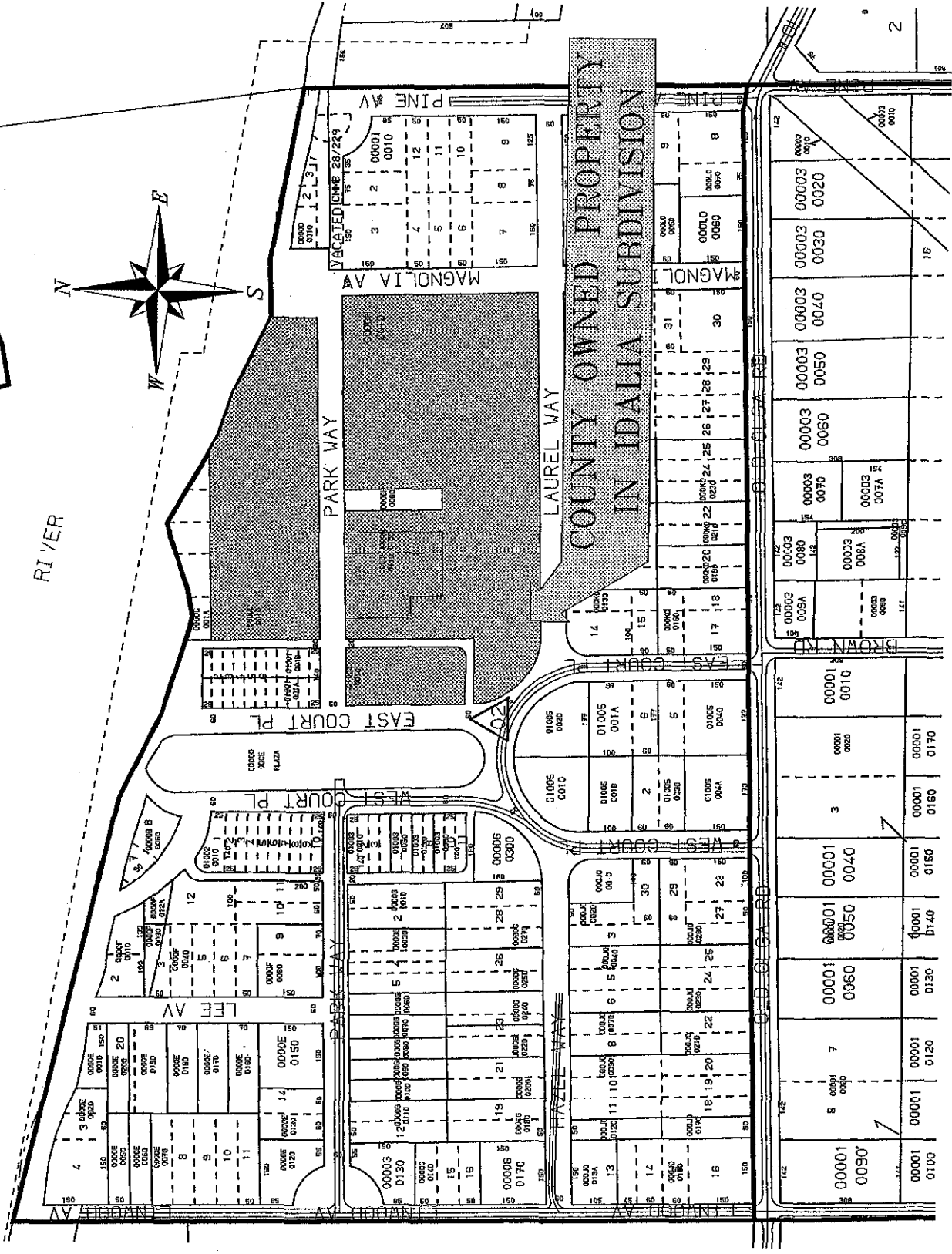
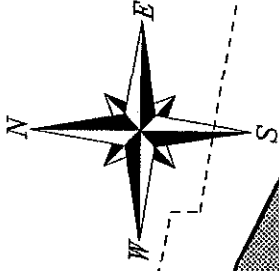
Overgrowth in certain areas with Brazilian Pepper.

The property was surveyed by K & T Survey Group in 8/96. The survey indicates the combined parcel contains a total of 12.46 acres.

The roads are shown on the Idalia Subdivision plat recorded in Plat Book 3, Page 30. However, some of the roads in the subdivision have not been constructed (Park Way-between Block C & H, East Court Place-westerly side of Block 4, Laurel Way-southerly side of Block H, and Magnolia Avenue-easterly side of Block H & C). The majority of the roads within the remaining portions of the subdivision are built.

Utilities available to the area include telephone and electric service. Water must be obtained by well and pump, while sewage must be disposed of by septic tanks, subject to an approved percolation test.

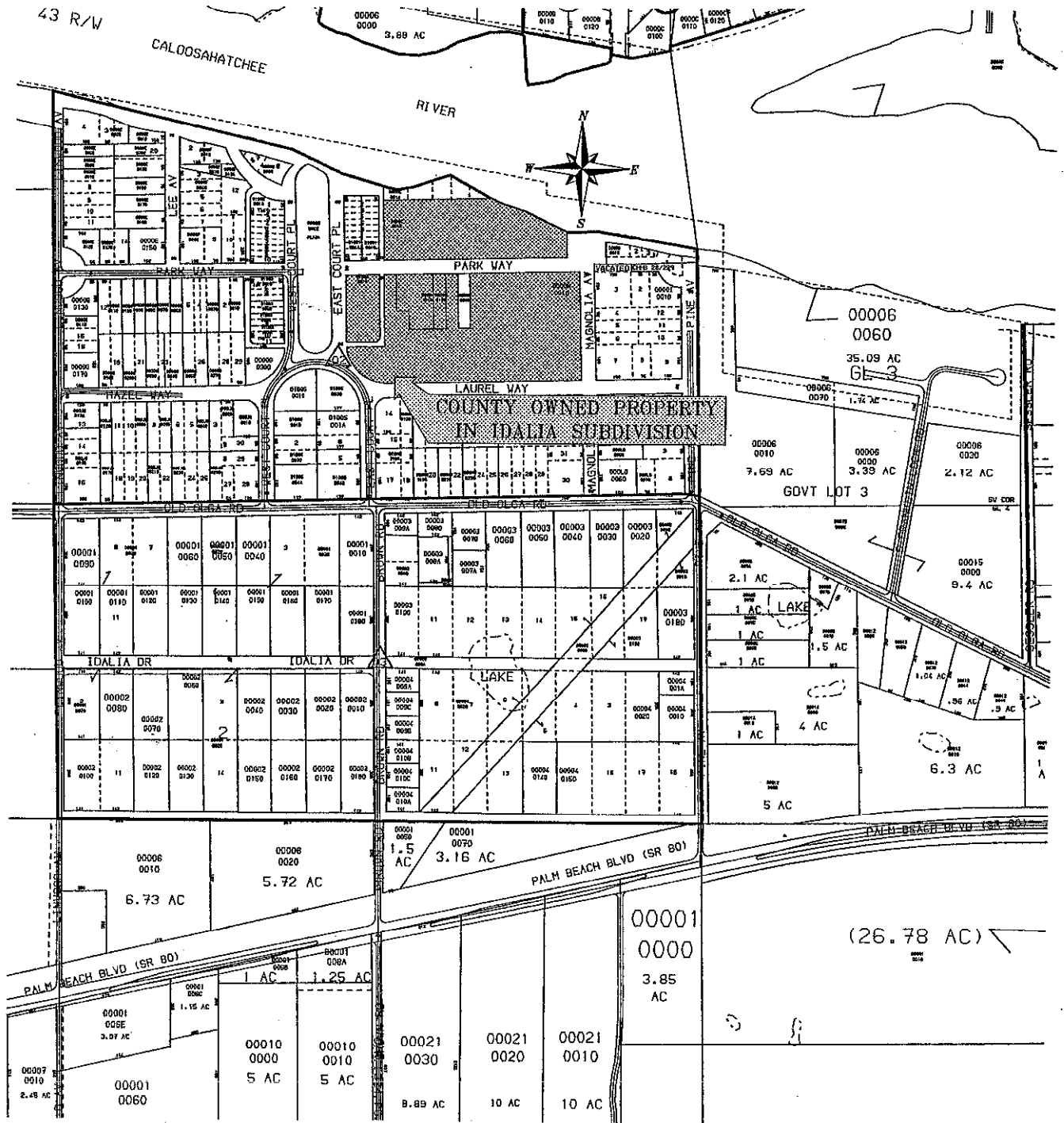
ALDOOSAHATCHEE RIVER



COUNTY OWNED PROPERTY
IN IDALIA SUBDIVISION

ATTACHMENT "A"

Page 4 of 4



This document prepared by
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No: _____

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 20____, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and _____ (Buyer) whose address is _____, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is \$_____, payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$_____ from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. TIME AND BINDING AGREEMENT:

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

8. CLOSING: Closing shall take place during normal business hours at such location as Seller may select, within _____ days after execution of the Sales Agreement between Buyer and Seller.

9. ASSIGNMENT: The Buyer may not transfer or assign this real estate contract absent express written approval by Lee County acting through its Board of County Commissioners.

10. AMENDMENT, OTHER AGREEMENTS: Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.

Witness

Buyer (Date)

Printed Name of Witness

Printed Name of Buyer

Witness

Buyer (Date)

Printed Name of Witness

Printed Name of Buyer

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

LEE COUNTY'S REAL ESTATE BROKERAGE COMMISSION PAYMENT

POLICY AND PROCEDURES

Policy: The county will pay one real estate brokerage commission from the proceeds of the real property sale to a licensed real estate broker representing a successful bidder whereby the broker has registered with the county as the agent for the bidder prior to the bid opening.

The Commission paid will be no greater than 6% of the total purchase price for properties valued at \$50,000 or more, and no greater than 10% of the total purchase price for properties valued at \$49,999 or less.

A brokerage commission will be paid only to a licensed real estate broker acting strictly as an agent for a successful bidder. No commission shall be paid by the county to any licensee identified in the sale as a party vested with a beneficial interest at the time of transfer of ownership.

Procedures:

1. Following the Board of County Commissioners formally declaring a county-owned real property to be surplus under F.S. 125.35, the county will advertise, by way of print media and the internet, its desire to sell specific property to the highest/most responsive bidder.
2. Any broker or licensee of the broker interested in participating in the bid process on behalf of a bidder will be required to register with the Division of County Lands their intent to participate in the process, and will be required to sign an affidavit that they are in fact, an agent for the bidder, and will hold the county harmless from any dispute that may arise from the payment of a commission. The agency will be verified by the Division of County Lands.
3. The standard bid process as required by F.S. 125.35 will be followed.
4. A commission will be paid to the broker, identified as representing the successful bidder, upon closing with the broker's principal.

NOTE: The **SURPLUS LAND REAL ESTATE BROKER REGISTRATION FORM** must be completed, fully executed, and made a part of the returned bid package. If not, a brokerage commission will not be paid.

SURPLUS LAND REAL ESTATE BROKER REGISTRATION FORM

LEE COUNTY
FORMAL QUOTE NO. Q-_____

I, _____, am an active, licensed Real Estate Broker in the State of Florida, and hold a current, valid Florida Real Estate Broker's License. I am acting as the Agent for _____,
(Bidder's Name)

_____, a potential
(address) (telephone number)

bidder on the above Lee County Quote for a certain parcel of County real property (see attached Exhibit A).

I affirm that I am not a vested party of the bidder.

I agree that I will receive only a brokerage commission if the above named bidder is the successful bidder on the subject property, and after the closing between the County and this bidder has been successfully concluded.

My commission will be _____ % of the bid amount.

I agree that I will not receive, nor am I entitled to, any portion of any deposits given to Lee County by the successful bidder, in the event of the forfeiture of said deposit(s) for any reason(s).

I agree to indemnify and hold Lee County harmless from any dispute(s) that may arise between myself and any other party concerning the payment of the commission for the services I provided to the above bidder concerning the purchase of the subject property.

Real Estate Broker

Print Name

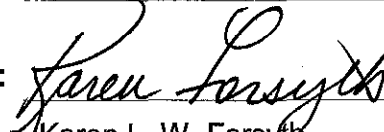
Florida Real Estate License Number

Sworn to and subscribed before this _____ day of _____, 20____, by _____, who is personally known to me or who has produced the following identification: _____.

Signature of Notary Public

SEAL

Name typed, printed or stamped
Title or Rank
Serial Number, if any

**MEMORANDUM
FROM
COUNTY LANDS****DATE:** August 1, 2002**To:** Earl Pflaumer, CPPB
Purchasing Agent
Division of Purchasing**FROM:**
Karen L. W. Forsyth
County Lands Director**RE: Division Recommendation**
Quote No. Q-020386
Sale of Property located at 15720, 15761, 15790, 15800 and 15900 Park Way

Lee County acquired approximately 11.5 acres of this property in 1945 by virtue of Chancery Order Book 22, page 64, for delinquent unpaid real estate taxes. Another contiguous acre was acquired in 1991 funded by the proposed Idalia Tree Farm CIP Project No. 1615. The Tree Farm Project was deleted from the Capital Improvement Program later that year. On August 29, 2000, the Board declared this parcel surplus property and authorized staff to proceed with the bid process.

Sealed quotations were accepted by the Division of Purchasing Services up to June 4, 2002. On that date, three responses were received in the amounts of \$550,000, \$125,000, and an alternate quote of \$75,000 for a portion of the subject property.

An appraisal of the subject property was performed on November 13, 1996 by Diversified Appraisal, Inc. indicating a market value of \$519,000. Staff obtained an updated appraisal from Diversified Appraisal dated June 28, 2002, which indicates a market value of \$800,000.

The quotations have been thoroughly reviewed and staff recommends all bids be rejected based upon the appraisal information.

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification # 0000570

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification # 0000569



8 July 2002



Lee County Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

Attn: Mr. Robert Clemens

RE: Job #060208 - Summary Appraisal Report of Proposed Idalia
Surplus Lands, Project #8617, Lee County,
Florida, CN No. 99-09, STA 27

Dear Mr. Clemens:

As you requested, a detailed on-site inspection and analysis was made of the subject property on 28 June 2002. Within the attached summary appraisal report, please find enclosed a detailed description of the subject property.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Uniform Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the market value of the subject property. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The function of the appraisal is understood to be for use as a basis of value for internal accounting purposes and/or in the sale of the property.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to re-analysis. The appraiser is not an expert in this field.

Lee County
Page Three
8 July 2002

The subject property is appraised as of 28 June 2002, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, and data research, and information contained in the appraiser's work file, it is my opinion that the undivided fee simple interest of the subject property, "as is" and as of 28 June 2002, is:

EIGHT HUNDRED THOUSAND DOLLARS. (\$800,000)

Sincerely,



David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

ATTACHMENT #4

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

BLUE SHEET NO: 20000827

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Resolution of Surplus Real Property declaring County-owned property located in the Idalia Subdivision, East Lee County, as surplus; authorize the Division of County Lands in cooperation with the Purchasing Division to advertise, accept sealed bids, and dispose of surplus property in accordance with the Lee County Administrative Code, Purchasing Manual, and Florida Statutes.

WHY ACTION IS NECESSARY: County owned property must be declared surplus by the Board of County Commissioners before it can be sold.

WHAT ACTION ACCOMPLISHES: Declares County owned property surplus and authorizes staff to proceed with disposition.

2. DEPARTMENTAL CATEGORY: 17
COMMISSION DISTRICT #: 5

17A

3. MEETING DATE: 8-29-2000

4. AGENDA

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE

- (Specify)
- STATUTE 125.35
 - ORDINANCE
 - ADMIN. CODE
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER: _____
- B. DEPARTMENT: Public Works
- C. DIVISION: County Lands TLM 8/08/00
- BY: Karen L.W. Forsyth, Director *KLF*

7. BACKGROUND:

The County acquired approximately 11.5 acres of property in 1945 by virtue of Chancery Order Book 22, page 64, for delinquent unpaid real estate taxes. Another contiguous acre was acquired in 1991 funded by the proposed Idalia Tree Farm CIP Project No. 1615. The Tree Farm Project was deleted from the Capital Improvement Program later that year. Additional information regarding this property is attached hereto as Exhibit "A".

In January 1999, Blue Sheet No. 981313, the Board deferred indefinitely the surplus of this property due to concerns relating to loss of river front property. This site has approximately 750 feet of riverview. At that time, the Board felt an exchange for other waterfront property in Lee County or some other mechanism by which the County would not sustain a net loss of waterfront property may be considered an acceptable solution for disposition.

In February 2000, as part of the Conservation Lands Program, the County purchased 52 acres (approx. 1000 feet of river frontage) in North Fort Myers along the Caloosahatchee River for preservation. The property is located approximately 2 miles West of I-75. With this acquisition, should the Board decide to dispose of the Idalia property, there would not be a net loss of river front property.

Staff discussed the Idalia property with the Waterways Advisory Committee (WAC) on several occasions. The recommendation of the WAC is to declare the property as surplus and sell, and that any proceeds be placed in the Conservation Lands Program.

Continued on Next Page.....

RECEIVED
AUG 31 2000

8. MANAGEMENT RECOMMENDATIONS:

COUNTY LANDS

9. RECOMMENDED APPROVAL

| DEPARTMENT DIRECTOR | Purchasing | Human Relations | County Administration | | | | OTHER | COUNTY ATTORNEY | COUNTY MANAGER |
|---------------------|------------|-----------------|-----------------------|-------------------|-------------------|-------------------|-------|--------------------|--------------------|
| <i>[Signature]</i> | | | QA | QM | Risk | GC | | <i>[Signature]</i> | <i>[Signature]</i> |
| | | | <i>[Initials]</i> | <i>[Initials]</i> | <i>[Initials]</i> | <i>[Initials]</i> | | | |

10. COMMISSION ACTION:

- APPROVED *AS AMENDED*
- DENIED
- DEFERRED *3-2*
- OTHER *JUDAH-NAY*
ST. CERNU-NAY

RECEIVED BY
 COUNTY ADMIN.
 8/11/00
 11:15 Am
 COUNTY ADMIN
 FORWARDED TO: DPW
 8/12/00
 3:00 PM

REC'D 8/11/00
 by CO. ATTY.
 2:16 PM
 CO. ATTY.
 FORWARDED TO:
 ADMINISTRATION
 8/11/00 10:22

BLUE SHEET No: 20000827

7. BACKGROUND Continued:

Currently, there is no funding identified for maintenance, nor a specific department designated to monitor the site.

The property is not fenced and is an ongoing liability. Several areas have been subjected to illegal dumping. Staff continues to receive complaints about people using the premises at all hours, disturbing the peace, fishing, littering, and vehicular activities (4 wheel drive and all terrain vehicles). Bollards have been placed along the entrance to deter vehicular traffic, however, this does not eliminate pedestrians and all terrain vehicles accessing the property.

Due to its size and close vicinity to existing parks, it would not be feasible for development as a park site. Staff has not identified any other potential uses for this property at the present time or in the future. Disposition eliminates any further County liability on this property.

Staff recommends the property be declared surplus, that the bid process allow bidders flexibility to purchase either all or portions of the property as determined by staff to be in the best interest of the County, and for any net proceeds to be utilized for one of the following options:

- 1) Acquisition under the Conservation Lands Program, Project No. 8800
- 2) Expansion/development of parks in the East Lee County area
- 3) Water access improvements

Staff will return to the Board for acceptance/rejection of all bids.