

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

**Blue Sheet No. 20020734**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Accept staff recommendation to reject all bids submitted in response to Formal Quotation #Q-020358, Sale of Property located at 4551 Tilton Court, Fort Myers, FL (STRAP # 02-45-24-P2-00066.002B) for the Division of County Lands.

**WHY ACTION IS NECESSARY:** On March 12, 2002 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 March 12, 2002 action.

**2. DEPARTMENTAL CATEGORY: 06**  
**COMMISSION DISTRICT #:**

*C6B*

**3. MEETING DATE:**  
*07-09-2002*

**4. AGENDA:**

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

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

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands*
- BY: *Karen L. W. Forsyth, Director*

**7. BACKGROUND:** On March 12, 2002, the Board declared this parcel surplus property and authorized staff to proceed with the bid process. On March 14, 2002, the Division of Purchasing Services received a request from the Division of County Lands to solicit quotations for the Sale of Property located at 4551 Tilton Court, Fort Myers, FL. Lee County acquired the subject parcel in 1996, as part of a larger parcel needed for the US41/Colonial Interchange Project.

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 ad in the local paper on April 4, 2002 and April 11, 2002. In addition, the Division of County Lands ran an ad in the real estate classified section of the local paper.

Sealed quotations were received by the Division of Purchasing Services up to May 21, 2002. On that date two responses were received, one in the amount of \$30,001, and the other in the amount of \$75,600. The quotations have been thoroughly reviewed and staff recommends all bids be rejected based upon appraisal data.

PLEASE SEE ATTACHED:

- 1) Tabulation Sheet
- 2) Copy of 3/12/02 Blue Sheet
- 3) Request to Quote
- 4) Specifications
- 5) Division Recommendation

**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>Janet Sheehan 6-20-02 E. Pflaumer</i>	<i>N/A</i>		<i>Robert P. ...</i>	OA <i>6/25/02</i>	NOM <i>6/25/02</i>	RISK <i>6/26</i>	GC <i>6/26/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY.  
*6/24/02*  
*105 603*  
CO. ATTY.  
ADMIN  
*6-24-02 8:30*

RECEIVED BY  
COUNTY ADMIN. *TD*  
*6/24 9:15*  
COUNTY ADMIN.  
FORWARDED TO:  
*6/26 20 BL*

<b>QUOTATION NO.: Q-020358</b>	<b>LEE COUNTY, FLORIDA TABULATION SHEET</b>			
<b>OPENING DATE: MAY 21, 2002</b>	<b>THE SALE OF PROPERTY LOCATED AT</b>			
<b>BUYER: EARL PFLAUMER</b>	<b>4551 TILTON COURT, FORT MYERS</b>			
	ReMax	Gregory		
	Realty	John		
<b>VENDORS</b>	Group	Hennen		
Total Lump Sum Quoted	\$75,600.00	\$30,001.00		
Enclosed Deposit of 10%	\$7,560.00	\$3,001.00		
Balance to be Paid as Specified	\$68,040.00	\$27,000.00		
Are there any Modifications	No	No		
Is Quote Signed	Yes	Yes		
<b><u>NO BIDS:</u></b>				

# ATTACHMENT #2

Lee County Board of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20020169

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Declare County-owned vacant property located on Tilton Court, Strap Number 02-45-24-P2-00066.002B, as surplus property, subject to utility easements; 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 as surplus and authorizes staff to dispose of same.

**2. DEPARTMENTAL CATEGORY:** 06

**3. MEETING DATE:**

**COMMISSION DISTRICT #:** 2

C6C

03-12-2002

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

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

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONER
  - B. DEPARTMENT Independent
  - C. DIVISION County Lands
  - BY: Karen L. W. Forsyth, Director
- 2-14-02

**7. BACKGROUND:** The County acquired Strap No. 02-45-24-P2-00066.002B, located on Tilton Court as part of a larger tract used for water retention for the US41/Colonial Interchange Project No. 6651.

The Division of County Lands requested all appropriate departments notify it of any intended future use of the subject property. The responses indicate there are no proposed County plans for this property. The City of Fort Myers has been notified that the Board may be declaring the property surplus. The City has been requested to contact the Division of County Lands if they are interested in acquiring this parcel.

The appraised value of the parcel as of December 10, 2001 is \$120,000. The parcel was appraised by J. Lee Norris, MAI, SRA, of W. Michael Maxwell & Associates, Inc.

Staff recommends the Board approve the requested motion. The property will be sold in an "as is" condition, with the successful bidder paying all costs of the sale.

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

Disposition of this parcel will place it back on the tax rolls, as well as, eliminate any further County liability.

**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
					OA	OM	RISK	GC	
K. Forsyth	Janet Sheehan 2-15-02	N/A		[Signature] 2-15-02	2/19/02	2/19/02	2/21/02	2-21-02	[Signature]

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
2/18/02  
12:00 PM  
CO. ATTY.  
FORWARDED TO:  
2-18-02 2:00  
[Signature]

RECEIVED  
COUNTY  
2/18 1:00  
CO. ATTY.  
FORWARDED TO:  
2/21 4:30

# ATTACHMENT #3

**From:** Michele McNeill  
**To:** Pflaumer, Earl  
**Date:** 3/14/02 4:41PM  
**Subject:** Re: Surplus Property - BS 20020169

Hi Earl,

Attached are the detailed specifications for the above referenced matter.

Please prepare the general quote specifications and set a bid opening date. I would suggest that it be set for mid or late May unless that does not give you enough time to handle details on your side or conflicts with other scheduled items.

I am working on the mailing list of interested parties and will forward that to you by Monday.

Please let me know if you need anything more from me.

Thank you.

Michele

Michele S. McNeill, SR/WA  
Property Acquisition Agent  
Lee County Division of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398  
mmcneill@leegov.com  
Phone 941-479-8505  
FAX 941-479-8391

>>> Janet Sheehan 03/14/02 10:48AM >>>

Hello Michele,  
Earl Pflaumer will handle this project. He can be reached at 689-7385.

Janet

>>> Michele McNeill 03/14/02 08:18AM >>>

Janet,

On 3/12/02 the BOCC declared surplus a parcel of land located on Tilton Court in Fort Myers. Please advise which of your staff I am to work with to prepare specifications and handle the bid process.

Thank you.

Michele

Michele S. McNeill, SR/WA  
Property Acquisition Agent  
Lee County Division of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

# ATTACHMENT #4



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-020358

CLOSING DATE: MAY 21, 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 4551  
TILTON COURT IN FORT MYERS, FLORIDA

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING  
3434 HANCOCK BRIDGE PKWY, 3<sup>RD</sup> 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 (941) 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 an 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 4551 TILTON COURT  
FORT MYERS, FLORIDA**

**SCOPE**

Lee County desires to sell vacant surplus property at 4551 Tilton Court, in Fort Myers, Florida. The property is located approximately 200 feet south of the intersection of Colonial Boulevard and Tilton Court. This is a remainder parcel from the US41 Colonial Interchange Project 6651 and is described on Attachment "A".

The parcel is approximately 0.57 acres or 25,200 square feet and is identified as STRAP Number 02-45-24-P2-00066.002B. The property is currently zoned B-1 by the City of Fort Myers.

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.

**DEED RESTRICTION & EASEMENT**

This 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.

A Summary Appraisal Report dated December 10, 2001, and performed by Carlson, Norris & Associates, Inc., estimates the market value to be \$120,000.00. The appraisal is available for **review** at the Lee County Division of County Lands, 1500 Monroe Street, Fort Myers, Florida. Please contact Michele McNeill 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 Michele McNeill of the Division of County Lands at (941) 479-8505.



ATTACHMENT A

The North 180 feet of the South 345 feet of the East 140 feet of the East ½ of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 Section 2, Township 45 South, Range 24 East, Lee County Florida.

ATTACHMENT B

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

Project: US41 Colonial Interchange  
STRAP No: 02-45-24-P2-00066.002B

**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 90 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

ATTACHMENT C

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

# 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..

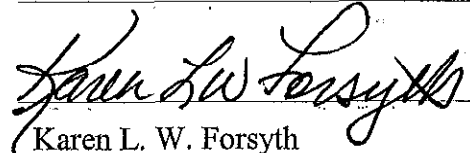
# ATTACHMENT #5

## MEMORANDUM FROM COUNTY LANDS

DATE: June 18, 2002

TO: Earl Pflaumer, CPPB  
Purchasing Agent  
Division of Purchasing

FROM:

  
Karen L. W. Forsyth  
County Lands Director

RE: **Division Recommendation**  
Quote No. Q-020358  
Sale of Property located at 4551 Tilton Court, Fort Myers

Lee County acquired the subject parcel in 1996, as part of a larger parcel needed for the US41/Colonial Interchange Project. On March 12, 2002, the Board declared this parcel surplus property and authorized staff to proceed with the bid process.

Sealed quotations were received by the Division of Purchasing Services up to May 21, 2002. On that date two responses were received, \$75,600 and \$30,001.

An appraisal of the subject property was performed on December 10, 2001 by Carlson, Norris and Associates, Inc. This report indicated a market value of \$120,000.

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