

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

Blue Sheet No. 20030011

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-030094, Publishing of the Delinquent Real Estate and Tangible Personal Property Tax Lists, to The Breeze Corporation, for \$.95 per parcel for the Real Estate Tax List, and \$.32 per parcel for the Tangible Personal Property Tax List, based on a circulation of 6,500 copies. The Tax Collector estimates about 59,189 parcels for the Real Estate List, and about 7,629 parcels for the Tangible Personal Property List. After careful review, a recommendation is being made to award the quote to the overall low quoter, The Breeze Corporation, for a period of two years. Also request authority to renew this quote for three additional one-year periods, upon mutual agreement of both parties. For general information, it is estimated that approximately \$59,000.00 will be spent for the advertising of the year 2002 tax lists. CA

WHY ACTION IS NECESSARY: Lee County is required by Florida State Statutes to publish annually notices of delinquent real estate and tangible personal property taxes.

WHAT ACTION ACCOMPLISHES: Provides Lee County with a competitive, fair market price for the publishing of the delinquent real estate and tangible personal property tax lists.

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

C6J

3. MEETING DATE:

01-28-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
 - B. DEPARTMENT _____
 - C. DIVISION Purchasing
- BY: Janet Sheehan

7. BACKGROUND: In order to establish a contract for the Publishing of the Delinquent Real Estate and Tangible Personal Property Tax Lists, the Purchasing Division solicited sealed quotations for this project. Sealed quotes were received on November 26, 2002. On that date four responses were received, two from The News-Press, and two from The Breeze.

(BACKGROUND CONTINUED ON PAGE 2)

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>Janet Sheehan 1-8-03 E. Pflaum</i> | <i>N/A</i> | | <i>KTO 1/9/03</i> | <i>OA 1/9/03</i> | <i>OM 1/13/03</i> | <i>Risk 1/13/03</i> | <i>GC 1-9-03</i> |

10. COMMISSION ACTION:

1-13-03

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/9/03*
Time: *10:40 am*
Forwarded To: *1/9/03 1:04 pm*

RECEIVED BY
COMM. ADMIN. *RF*
1-9-03
1:45
COMM. ADMIN. *HS*
FORWARDED TO:
1/13 3:00

(BACKGROUND CONTINUED FROM PAGE 1)

After careful review, a recommendation is being made to award the quote to the overall low quoter, The Breeze Corporation, for \$.95 per parcel for the Real Estate Tax List, and \$.32 per parcel for the Tangible Personal Property Tax List, based on a circulation of 6,500 copies.

For General Information: From 1996 to 1999, there was a steady cost increase each year for the publishing of the delinquent tax lists, so the current Tax Collector (Cathy Curtis) decided for the year 2000 to competitively bid the publishing of the delinquent tax lists, and was able to realize a sizable savings (from \$456,557. to \$331,896). By bidding it again for the year 2001, there was a very significant cost savings (from \$331,896.00 to \$78,000.00) The cost for publishing the delinquent tax lists for this year (calendar year 2002) is estimated to be about \$59,000.00.

CA

- ATTACHMENTS: (1) Tabulation Sheet
(2) Specifications
(3) The Breeze Corporation's Quote
(4) Tax Collector's Recommendation

| QUOTATION NO.: Q-030094 | LEE COUNTY, FLORIDA TABULATION SHEET | | | |
|---|--------------------------------------|------------------|----------------|----------------------|
| OPENING DATE: NOV. 26, 2002 | PUBLISH DELINQUENT TAX LISTS | | | |
| BUYER: EARL PFLAUMER | | | | |
| VENDORS | THE BREEZE | THE BREEZE (ALT) | THE NEWS PRESS | THE NEWS PRESS (ALT) |
| Price Per Parcel for the Delinquent Real Estate Tax List (price includes three publishings) | | | | |
| | \$0.95 | \$0.80 | \$0.99 | \$0.85 |
| Price Per Parcel for the Delinquent Tangible Personal Property Tax List (price for one publishing only) | | | | |
| | \$0.32 | \$0.27 | \$0.44 | \$0.28 |
| Acknowledged Addendum | YES | YES | YES | YES |
| Total Circulation Proposed for each Publication | 6500 | 2000 | 15000 | 2000 |
| Exercising Local Vendor Preference | YES | YES | YES | YES |
| Are there any Modifications | NO | NO | YES | YES |
| Is Quote signed | YES | YES | YES | YES |
| NO BIDS | | | | |

ATTACHMENT # 2

FORMAL QUOTE NO.: Q-030094



PROJECT NO.: Q-030094

OPEN DATE: November 26, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: November 13, 2002

AND TIME: 2:00 P.M.

LOCATION: 3434 Hancock Bridge Pkwy.
Third Floor
North Fort Myers, Fl. 33903

REQUEST FOR QUOTATIONS

TITLE:

PUBLISHING THE DELINQUENT REAL ESTATE
AND TANGIBLE PERSONAL PROPERTY TAX LIST

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

3434 HANCOCK BRIDGE PKWY, #307
NORTH FORT MYERS, FL 33903

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, statues, 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 \$25,000.00 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 or 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
PROPOSAL QUOTE FORM FOR:
PUBLISHING THE DELINQUENT REAL ESTATE AND
TANGIBLE PERSONAL PROPERTY TAX LIST**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: _____

PRICE PER PARCEL FOR THE DELINQUENT REAL ESTATE TAX LIST: \$ _____
(PRICE TO INCLUDE THE THREE PUBLISHINGS)

PRICE PER PARCEL FOR THE DELINQUENT TANGIBLE PERSONAL PROPERTY TAX LIST: \$ _____
(PRICE OF ONE PUBLISHING ONLY)

Total circulation proposed for each publication _____

Is your firm interested in being considered for the Local Vendor Preference?
Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL I.D.# or S.S.#: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NO.: _____

E-MAIL ADDRESS: _____

NAME OF PUBLICATION: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR:
PUBLISHING THE DELINQUENT REAL ESTATE AND
TANGIBLE PERSONAL PROPERTY TAX LIST**

SCOPE

Lee County Purchasing will receive quotes for the publication of the Delinquent Real and Tangible Personal Property Tax List for the year 2002, as provided by the Lee County Tax Collector's Office.

TERM OF QUOTE

This quote shall be in effect for two years, or until new quotes are taken and awarded. This quote has the option of being renewed for three additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this quote.

BASIS OF AWARD

The basis of award for this quote will be the low quoter per parcel, who meets specifications requirements.

REQUIRED SUBMITTALS

Quoters will submit pages 10 and 11, and any requested information on page 14 listed under the heading "General Requirements", and this information should be submitted in triplicate.

INSURANCE

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.

PERFORMANCE BOND

A performance bond in the amount of 100% of the one year contract amount will be required by the successful quoter of this contract. The performance bond shall be issued by the successful quoter within twenty-one calendar days from date of Written Notice of Award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful quoter's performance under such contract.

Only the form provided with the contract documents will be accepted.

SERVICE RATE CHANGES

The rates quoted by the publisher shall be firm and will not vary during the first two years of the agreement. Requests for price increases during the third, fourth, and fifth year of the contract will be reviewed by both the Purchasing Division and the Tax Collector's Office. A request for a price increase will only take effect after being authorized in writing by the Purchasing Division.

QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, a surety company issuing quotation guaranty bonds or performance bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

All Sureties for Lee County projects, must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

Attorneys-in-fact who sign bid bonds or performance bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

Agents of surety companies must list their name, address and telephone number on all bonds.

The life of the bond provided to Lee County shall extend for the term of the contract.

To be acceptable to the Owner as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated through A.M. Best shall comply with the following provisions:

The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

Surety must have fulfilled all of its obligations on all other bonds previously given to the County.

Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

ADVERTISING REQUIREMENTS:

1. DELINQUENT REAL ESTATE TAX LIST:
 - a. Provide legal/official newspaper advertisement for the Delinquent Real Estate Tax List.
 - b. The List is to be published once per week for three consecutive weeks prior to the anticipated tax sale date of May 16, 2003.
2. DELINQUENT TANGIBLE PERSONAL PROPERTY TAX LIST:
 - a. Provide legal/official newspaper advertisement for the Delinquent Tangible Personal Property Tax List.
 - b. The list is to be published once within 45 days of April 1, 2003.
3. COPIES:
 - a. The Lee County Tax Collector's Office shall receive 500 copies of the Delinquent Real Estate Tax List Advertising. The location is 2480 Thompson St., 4th floor, Ft. Myers, Fl.
 - b. The Lee County Tax Collector's Office shall receive 100 copies of the Delinquent Tangible Personal Property Tax List Advertising. The location is the same as above.

GENERAL REQUIREMENTS:

1. Publication must meet all requirements as defined in Chapter 50 of the Florida Statutes.
2. The tax list information will be provided to the awarded vendor by the Tax Collector's Office by CD and FTP.
3. All Proofs must be approved by the Tax Collector's Office five days prior to printing. Format shall be in accordance with Section 197.402 of the Florida Statutes, and Chapter 12D-13.036 of the Department of Revenue Rules & Regulations.
4. When the publication of the Tax Sale Notice is completed, as provided by law, the publisher shall make an affidavit in the form prescribed by the Department of Revenue, which shall be delivered to the Tax Collector.
5. Each page of copy shall be no less than 21" deep. The page width shall be eight columns unless otherwise approved by the Tax Collector's Office in writing. Columns shall be no less than 1 7/16" wide. All copy shall be 6-point. The Delinquent Tangible Personal Property Tax List will include about 7,129 parcels (based on last year), and each parcel includes three printed lines plus a header section. The Delinquent Real Estate Tax List will include about 55,316 parcels (based on last year), and each parcel includes three printed lines plus a header section. A sample of each list is attached (Exhibit A & B).
6. The publisher shall circulate in Lee County between 2,000 and 10,000 copies for each publication of the Delinquent Real Estate Tax List and Delinquent Tangible Personal Property Tax List. The publisher shall state the proposed circulation on Lee County's Price Form (page 10). Lee County will allow the publisher to determine how the advertising will be circulated if their subscriber base is in excess of 10,000 copies.
7. A sworn affidavit of minimum paid circulation within Lee County, signed by an authorized representative of the quoter, along with the most recent Audit Bureau of Circulation Report or similar supporting documentation, shall be included with the quote.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

GUIDE "H"

INSURANCE REQUIREMENTS FOR SERVICE

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's Compensation

Does not apply.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Does not apply.

Certificate of Insurance

The Lee County Board of County Commissioners is to be shown as the certificate holder and shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Division prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 11/15/93

ATTACHMENT "A"
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____
2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

BOND NO.: _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That (Name, Full Address & Phone # of Awardee), the Service Provider, as Principal, and _____, Surety, located at: _____

(Business Address)

are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, P O Box 398, Fort Myers, FL 33901, (941) 689.7385, a Political Subdivision of the State of Florida, as Obligee in the sum of (Amount of Bond Written in Words) (\$ _____) Dollars, lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into that certain contract (hereinafter "the Contract") dated the _____ day of _____, 20____, with Obligee for: Legal Description - (Legal Description, of Project including Strap #), who's address is (Project Address) for the project known as (Bid # and Full Project Title), in accordance with the conditions and provisions further described in the aforementioned contract, which is by reference made a part hereof.

III. THE CONDITIONS OF THIS BOND are that if Principal:

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
4. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
6. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: _____

BY: _____

Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20__, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this
____ day of _____, 20__, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
3434 Hancock Bridge Pkwy #307
N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here _____ and check one of the following:

Do not offer this product Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT #3

FORMAL QUOTE NO.: Q-030094

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM FOR:
PUBLISHING THE DELINQUENT REAL ESTATE AND
TANGIBLE PERSONAL PROPERTY TAX LIST

*Primary
& note*

DATE SUBMITTED: November 22, 2002

VENDOR NAME: Breeze Corporation

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: one

PRICE PER PARCEL FOR THE DELINQUENT REAL ESTATE TAX LIST: \$.95
(PRICE TO INCLUDE THE THREE PUBLISHINGS)

PRICE PER PARCEL FOR THE DELINQUENT TANGIBLE PERSONAL PROPERTY TAX LIST: \$.32
(PRICE OF ONE PUBLISHING ONLY)

Total circulation proposed for each publication 6500

Is your firm interested in being considered for the Local Vendor Preference?
Yes No

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Breeze Corporation

BY (Printed): John T. Glarrow

BY (Signature): John T. Glarrow

TITLE: Publisher

FEDERAL I.D.# or S.S.#: 59-2824932

ADDRESS: 2510 Del Prado Blvd

Cape Coral, FL 33904

PHONE NO.: (239) 574-1110

FAX NO.: (239) 573-2318

CELLULAR PHONE/PAGER NO.: (239) 560-9062

LEE COUNTY OCCUPATIONAL LICENSE NO.: Cape Coral Daily Breeze: 610780 Isl. Reporter: 633760

E-MAIL ADDRESS: jglarrow @ flguide . com

NAME OF PUBLICATION: The Cape Coral Daily Breeze, The Island Reporter

The Breeze Newspapers

2510 Del Prado Blvd
Cape Coral, FL. 33904
Phone 1-941-574-1110
November 22, 2002

Proposal

Publishing The Delinquent Real Estate and Tangible Personal Property Tax List

The Breeze Corporation publishes eleven (11) community newspapers in Lee County, Florida, along with shoppers, real estate books, magazines, visitors guides and web sites. We operate from nine (9) community newspaper offices, eight (8) of which are located in Lee County, FL. We propose that the Lee County Tax office use The Cape Coral Daily Breeze and the Island Reporter (Sanibel-Captiva) for the purpose of delivering these notices. Both meet Florida requirements to carry legal advertising.

This proposal includes the publication of delinquent real estate and tangible personal property tax list in those qualified newspapers, according to the publication schedule in the request for quotations issued by the Lee County Purchasing Office. It also includes delivery of the required three hundred (300) copies of the Delinquent Real Estate Tax List and one hundred (100) copies of the Delinquent Tangible Personal Property Tax List to the Tax Collectors main office. In addition, the Breeze Corporation will make copies available at each of its Lee County offices. Those offices are located in Ft Myers Beach, Sanibel (2), Lehigh Acres, Cape Coral, Pine Island, Boca Grande and North FT Myers. These qualified newspapers have a total circulation of 6,000 including home delivery and more than 250 news racks and dealer locations throughout Lee County, including downtown Ft Myers. Newspaper racks will carry rack card signs that explain the Lee County delinquent tax notices are inside each newspaper. These rack cards will be inserted into the racks at least one week prior to publication of the listings. In addition, newspapers carrying the listings will notify readers of the upcoming listings at least one week prior to publication. These newspapers will also carry a front page notice of the listings on publication day. The Breeze Corporation will also link its web site, *flguide.com*, to the Lee County Tax Collectors web site and promote the availability of these listings on the internet.

List of Assigned Personnel

Following is a list of the personnel by functional area which will handle the proposed relationship.

| | |
|------------------------------|-------------------------------------|
| Account Executive: | Jack Glarrow, Publisher |
| Composing: | David Warren, Composing Supervisor |
| Film Developing/Platemaking: | Sam Dato, Camera/Plate Supervisor |
| Printing: | Pete Fleming, Production Supervisor |
| Distribution: | Scott Olive, Circulation Director |

ATTACHMENT "A"
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

2510 Del Prado Blvd, Cape Coral, FL 33904

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

18,000 square feet

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

200 tons of newsprint. 30lb standard newsprint

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes

No

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

Published Delinquent Real Estate and Tangible Personal
Property Tax Lists in 2001. Continuously publish
legal notices for various Lee County offices.

The Breeze Newspapers

2510 Del Prado Blvd
Cape Coral, FL 33904
Phone 1-941-574-1110
November 22, 2002

**Notice of intent to use recycled materials
(Administration Code #AC-10-4 compliance)**

For publishing the Delinquent Real Estate and Tangible Personal Property Tax List, The Breeze Corporation will use newsprint that is made from 100% recycled fiber. It can be recycled again after this use.

Jack Glarrow
Publisher

Statement of Ownership, Management, and Circulation

| | | | | | | | | | | | |
|--|-----------------------|---|---|---|---|---|---|---|----------------|---------|--|
| 1. Publication Title CAPE CORAL DAILY BREEZE | 2. Publication Number | | | | | | | | 3. Filing Date | | |
| | 0 | 1 | 1 | 2 | - | 1 | 5 | 0 | 0 | 10/1/02 | |
| 4. Issue Frequency M-SAT EXCL. NEW YEARS DAY, MLK DAY, PRESIDENTS DAY, MEMORIAL DAY, INDP DAY, LABOR DAY, COLIMBIUS DAY, VET'S, TKSCVC, XMAS | | | | 5. Number of Issues Published Annually 302 | | | | 6. Annual Subscription Price \$75.00 | | | |
| 7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4) 2510 DEL PRADO BLVD., CAPE CORAL FL 33904 | | | | | | | | Contact Person SCOTT M. OLIVE | | | |
| | | | | | | | | Telephone 239-574-1110 x140 | | | |

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)

THE NUTTING COMPANY, INC., !%) MAIN ST., WHEELING, WV 26003

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)
 Publisher (Name and complete mailing address)

JACK GLARROW, 2510 DEL PRADO BLVD., CAPE CORAL FL 33904

Editor (Name and complete mailing address)

VALERIE HARRING, 2510 DEL PRADO BLVD., CAPE CORAL FL 33904

Managing Editor (Name and complete mailing address)

CHRIS STRINE, 2510 DEL PRADO BLVD., CAPE CORAL FL 33904

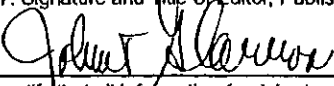
10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

| Full Name | Complete Mailing Address |
|--------------------------------------|--------------------------|
| AS PER LIST FURNISHED TO POST OFFICE | |
| | |
| | |
| | |
| | |

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box None

| Full Name | Complete Mailing Address |
|-----------|--------------------------|
| NONE | |
| | |
| | |
| | |
| | |

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
 The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
 Has Not Changed During Preceding 12 Months
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

| | | | |
|--|--|--|---|
| 13. Publication Title CAPE CORAL DAILY BREEZE | | 14. Issue Date for Circulation Data Below 8/31/02 | |
| 15. Extent and Nature of Circulation | | Average No. Copies Each Issue During Preceding 12 Months | No. Copies of Single Issue Published Nearest to Filing Date |
| a. Total Number of Copies (Net press run) | | 2839 | 3100 |
| b. Paid and/or Requested Circulation | (1) Paid/Requested Outside-County Mail Subscriptions Stated on Form 3541. (Include advertiser's proof and exchange copies) | 110 | 190 |
| | (2) Paid In-County Subscriptions Stated on Form 3541 (Include advertiser's proof and exchange copies) | 1228 | 1280 |
| | (3) Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Non-USPS Paid Distribution | 677 | 607 |
| | (4) Other Classes Mailed Through the USPS | 0 | 0 |
| c. Total Paid and/or Requested Circulation [Sum of 15b. (1), (2),(3),and (4)] | | 2015 | 2077 |
| d. Free Distribution by Mail (Samples, complimentary, and other free) | (1) Outside-County as Stated on Form 3541 | 0 | 0 |
| | (2) In-County as Stated on Form 3541 | 11 | 11 |
| | (3) Other Classes Mailed Through the USPS | 0 | 0 |
| e. Free Distribution Outside the Mail (Carriers or other means) | | 101 | 105 |
| f. Total Free Distribution (Sum of 15d. and 15e.) | | 112 | 116 |
| g. Total Distribution (Sum of 15c. and 15f.) | | 2127 | 2193 |
| h. Copies not Distributed | | 712 | 907 |
| i. Total (Sum of 15g. and h.) | | 2839 | 3100 |
| j. Percent Paid and/or Requested Circulation (15c. divided by 15g. times 100) | | 94.7% | 94.7% |
| 16. Publication of Statement of Ownership | | | |
| <input checked="" type="checkbox"/> Publication required. Will be printed in the <u>10/5/02</u> issue of this publication. | | <input type="checkbox"/> Publication not required. | |
| 17. Signature and Title of Editor, Publisher, Business Manager, or Owner | | | Date |
|  | | | 10-1-02 |
| I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties). | | | |

Instructions to Publishers

- Complete and file one copy of this form with your postmaster annually on or before October 1. Keep a copy of the completed form for your records.
- In cases where the stockholder or security holder is a trustee, include in items 10 and 11 the name of the person or corporation for whom the trustee is acting. Also include the names and addresses of individuals who are stockholders who own or hold 1 percent or more of the total amount of bonds, mortgages, or other securities of the publishing corporation. In item 11, if none, check the box. Use blank sheets if more space is required.
- Be sure to furnish all circulation information called for in item 15. Free circulation must be shown in items 15d, e, and f.
- Item 15h., Copies not Distributed, must include (1) newsstand copies originally stated on Form 3541, and returned to the publisher, (2) estimated returns from news agents, and (3), copies for office use, leftovers, spoiled, and all other copies not distributed.
- If the publication had Periodicals authorization as a general or requester publication, this Statement of Ownership, Management, and Circulation must be published; it must be printed in any issue in October or, if the publication is not published during October, the first issue printed after October.
- In item 16, indicate the date of the issue in which this Statement of Ownership will be published.
- Item 17 must be signed.

Failure to file or publish a statement of ownership may lead to suspension of Periodicals authorization.

Statement of Ownership, Management, and Circulation

| | | | | | | | |
|---|--|--|--|--|----------------------------------|---|--|
| 1. Publication Title ISLAND REPORTER | | 2. Publication Number 0 8 1 2 - 5 8 0 0 | | | | 3. Filing Date 10/1/02 | |
| 4. Issue Frequency THURSDAYS | | 5. Number of Issues Published Annually 52 | | | | 6. Annual Subscription Price \$25/ON ISLAND \$31/OFF ISLAND | |
| 7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4) P.O. BOX 809, SANIBEL FL 33957 | | | | | Contact Person SCOTT M. OLIVE | | |
| | | | | | Telephone 239-574-1110 x140 | | |

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)

THE NUTTING COMPANY, INC., 1500 MAIN ST., WHEELING WV 26003

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)

JACK GLARROW, 2510 DEL PRADO BLVD., CAPE CORAL FL 33904

Editor (Name and complete mailing address)

RENNIE SEVERANCE, P.O. BOX 809, SANIBEL FL 33957

Managing Editor (Name and complete mailing address)

NONE

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

| Full Name | Complete Mailing Address |
|---|--------------------------|
| AS PER LIST FURNISHED TO POSTAL SERVICE | |
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11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box None

| Full Name | Complete Mailing Address |
|-----------|--------------------------|
| NONE | |
| | |
| | |
| | |

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
 The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
 Has Not Changed During Preceding 12 Months
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

| | | | |
|---|--|---|---|
| 13. Publication Title ISLAND REPORTER | | 14. Issue Date for Circulation Data Below 8/29/02 | |
| 15. Extent and Nature of Circulation | | Average No. Copies Each Issue During Preceding 12 Months | No. Copies of Single Issue Published Nearest to Filing Date |
| a. Total Number of Copies (Net press run) | | 4595 | 4150 |
| b. Paid and/or Requested Circulation | (1) Paid/Requested Outside-County Mail Subscriptions Stated on Form 3541. (Include advertiser's proof and exchange copies) | 1995 | 2172 |
| | (2) Paid In-County Subscriptions Stated on Form 3541 (Include advertiser's proof and exchange copies) | 741 | 559 |
| | (3) Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Non-USPS Paid Distribution | 644 | 354 |
| | (4) Other Classes Mailed Through the USPS | 0 | 0 |
| c. Total Paid and/or Requested Circulation [Sum of 15b. (1), (2),(3),and (4)] | | 3380 | 3085 |
| d. Free Distribution by Mail (Samples, complimentary, and other free) | (1) Outside-County as Stated on Form 3541 | 0 | 0 |
| | (2) In-County as Stated on Form 3541 | 25 | 25 |
| | (3) Other Classes Mailed Through the USPS | 0 | 0 |
| e. Free Distribution Outside the Mail (Carriers or other means) | | 615 | 570 |
| f. Total Free Distribution (Sum of 15d. and 15e.) | | 640 | 595 |
| g. Total Distribution (Sum of 15c. and 15f.) | | 4020 | 3680 |
| h. Copies not Distributed | | 598 | 493 |
| i. Total (Sum of 15g. and h.) | | 4618 | 4173 |
| j. Percent Paid and/or Requested Circulation (15c. divided by 15g. times 100) | | 73.2% | 73.9% |

16. Publication of Statement of Ownership
 Publication required. Will be printed in the 10/3/02 issue of this publication. Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner
 Date 10-1-02

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Instructions to Publishers

- Complete and file one copy of this form with your postmaster annually on or before October 1. Keep a copy of the completed form for your records.
- In cases where the stockholder or security holder is a trustee, include in items 10 and 11 the name of the person or corporation for whom the trustee is acting. Also include the names and addresses of individuals who are stockholders who own or hold 1 percent or more of the total amount of bonds, mortgages, or other securities of the publishing corporation. In item 11, if none, check the box. Use blank sheets if more space is required.
- Be sure to furnish all circulation information called for in item 15. Free circulation must be shown in items 15d, e, and f.
- Item 15h., Copies not Distributed, must include (1) newsstand copies originally stated on Form 3541, and returned to the publisher, (2) estimated returns from news agents, and (3), copies for office use, leftovers, spoiled, and all other copies not distributed.
- If the publication had Periodicals authorization as a general or requester publication, this Statement of Ownership, Management, and Circulation must be published; it must be printed in any issue in October or, if the publication is not published during October, the first issue printed after October.
- In item 16, indicate the date of the issue in which this Statement of Ownership will be published.
- Item 17 must be signed.

Failure to file or publish a statement of ownership may lead to suspension of Periodicals authorization.

Memorandum

To: Earl Pflaumer, CPPB; Purchasing Division
CC: Tammy Harrison; Tax Collector's Office
From: Cathy Curtis, Lee County Tax Collector *C. Curtis*
Date: December 30, 2002
Re: Quote # Q-030094 Publishing the Delinquent Real Estate and Tangible
Personal Property Tax Lists

The bids submitted by The News Press and The Breeze for quote # Q-030094 have been received. These bids were reviewed and I concur with the lowest bid submitted and recommend that The Breeze be awarded the quote.

If you need further information, please contact my office at 339-6060.

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