

## ENCLOSURES TO BE SUBMITTED WITH BID

**NOTICE:** PLEASE CHECK BOXES AND INCLUDE THE RELEVANT INSTRUMENT WITH THE BID. Bids submitted without the relevant instrument and any required attachments will be considered incomplete and **non-responsive**.

\_\_\_\_\_ Completed and signed Bid Form

\_\_\_\_\_ Completed and signed Contract for Sale and Purchase and Deposit Receipt.

\_\_\_\_\_ Certified check, cashier's check or irrevocable letter of credit from a financial institution as defined by Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection equal to ten percent (10%) of the bid amount.

Please note the following:

- Ensure that the name of the individual or entity purchasing the property is properly and uniformly written (as it should appear on the deed) on: (a) the Bid Form; (b) Page One (1) of the Contract for Sale and Purchase and Deposit Receipt; and (c) the Signature Page of the Contract for Sale and Purchase and Deposit Receipt.
- If the buyer is an entity such as a general partnership, corporation, limited liability company, limited liability partnership or other organization that is not a natural person, please make sure that the individual signing on behalf of the entity is authorized to do so and that his/her title matches the title on record with, for example, the Florida Department of State's Division of Corporations (or similar governmental entity having jurisdiction over such matters in the jurisdiction in which the entity was formed).

## **STATE LAND SALE - BID CONDITIONS**

Sealed bids will be received by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, (hereinafter referred to as "DEPARTMENT"), as staff to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter referred to as the "TRUSTEES"), from prospective buyers (each prospective buyer is hereinafter referred to as "BIDDER") for the real property described below.

### **LEGAL DESCRIPTION OF PROPERTY**

The property which is located in Polk County, Florida, and is more particularly described in attached EXHIBIT "A."

**The minimum bid amount is \$635,000.00. Any bids for less than the minimum bid amount will be considered counterproposals and will be deemed nonresponsive and rejected.**

### **CONDITIONS OF SALE**

Sale of this property shall be by quitclaim deed (including improvements) on an "as is," "where is" basis. The BIDDER agrees to pay all outstanding real estate taxes. The BIDDER agrees to take title to the property subject to all outstanding taxes, any special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the property, and other requirements or liens imposed by governmental authority; restrictions, qualifications and matters appearing on the plat, or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests. The sale shall be subject to a reservation in favor of the TRUSTEES of an undivided three-fourths interest in phosphate, minerals, and metals and one-half interest in all petroleum with the privilege to mine and develop the same in compliance with Section 270.11, Florida Statutes.

### **BID GUARANTEE**

Each bid shall be accompanied by an earnest money deposit (hereinafter referred to as the "Deposit") in the form of a certified or cashier's check or irrevocable letter of credit from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection in the amount of ten percent (10%) of the BIDDER'S bid. The Deposit shall be forfeited to the TRUSTEES if the successful BIDDER fails to perform as specified after written notification of award. Any Deposits received from unsuccessful BIDDERS will be returned within ten working days after the TRUSTEES' decision.

### **BID CONDITIONS**

1. At closing, the successful BIDDER shall be required to pay the balance of the purchase price by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to the TRUSTEES, made payable to the State of Florida Department of Environmental Protection or the TRUSTEES' designated closing agent.
2. The TRUSTEES will not extend credit. Therefore, each BIDDER is responsible for arranging any necessary financing and the name of any lender to be involved, if applicable, must be included in the bid.

3. The BIDDER shall pay for all costs of closing including, but not limited to, the cost incurred through the surveying, advertising and appraisal of the property, title insurance, documentary stamp tax on the quitclaim deed, recording costs, real estate brokerage fees, and any other closing costs that BIDDER may incur. The TRUSTEES may require that the closing be processed by and through a title insurance company office, or other agent, designated by the TRUSTEES, and the BIDDER shall pay any costs charged by such company or agent for this closing service.
4. The BIDDER shall pay all costs of sale incurred by the TRUSTEES or other parties on behalf of the TRUSTEES, by separate certified or cashier's check, made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by the DEPARTMENT, at the time of closing. The following costs have been or will be incurred by the TRUSTEES. The amounts below are for informational purposes only and are believed to be the final costs incurred but may be subject to change or additional costs may be incurred prior to closing:

|                                            |             |
|--------------------------------------------|-------------|
| • Advertising:                             | \$ 229.92   |
| • Appraisal:                               | \$ 6,300.00 |
| • Real Estate Brokerage fee to CBRE, Inc.: | \$22,225.00 |

\*Fee to CBRE, Inc., shown above is an estimate based on the minimum bid amount of \$635,000.00. The fee will be based on the final purchase price and may be higher than the estimated fee.

5. Any bid containing or accompanied by counterproposals or offers as to sale terms or conditions shall be deemed non-responsive and rejected.

### **ON-SITE INSPECTION**

An on-site inspection of the property is not mandatory; however, if you need assistance to locate and inspect the premises, please contact Jeff Gray, with CBRE, Inc. (407) 506-6016 to arrange for an on-site inspection. All interested parties are required to sign a Release and Waiver of Liability Agreement before entering the property.

### **VERBAL INSTRUCTIONS NON-BINDING**

The TRUSTEES are not bound by or responsible for any information verbally given to any prospective BIDDER by any employee or contractor of the DEPARTMENT. Only those communications pertaining to this bid, which are in writing from the DEPARTMENT, may be considered as a duly authorized expression on behalf of the DEPARTMENT and the TRUSTEES. Only communications from a BIDDER that are signed and in writing will be recognized by the DEPARTMENT as duly authorized expressions on behalf of the BIDDER.

### **GENERAL INFORMATION**

It shall be the responsibility of each BIDDER to raise any questions prior to the bid opening concerning the property or the terms and conditions of sale or bidding procedures as stated in this bid invitation.

For information concerning the property and/or bidding procedures please contact Jeff Gray, with CBRE, Inc. (407) 506-6016.

BIDDERS are cautioned to carefully examine this bid invitation, the property being offered for sale and to be thoroughly informed regarding any and all conditions and requirements of this bid invitation. A BIDDER will not be relieved of any liabilities and/or obligations because of its lack of knowledge of conditions or requirements.

### **BID SUBMISSION DEADLINE**

**Bids will be accepted until 12:00 Noon ET, May 25, 2023. Any bid received after that time will be returned to the BIDDER unopened. The DEPARTMENT is not responsible for bids not received by 12:00 Noon ET, May 25, 2023.**

### **BID OPENING AND CONSIDERATION**

All bids received by the bid submission deadline will be publicly opened at 2:00 PM, ET, on May 25, 2023, Room 306, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 by the DEPARTMENT. Any interested party may attend this public bid opening. No bid will be accepted after the date and time established in the bid invitation.

### **BID FORM AND CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT**

The "Bid Form" and the "Contract for Sale and Purchase and Deposit Receipt" shall be completed in their entirety and be submitted in accordance with the procedures set forth in this bid invitation. Otherwise, the bid will be deemed nonresponsive and rejected. The offer for the property shall be entered on the Bid Form and on paragraph 2. of the Contract for Sale and Purchase and Deposit Receipt. NO OTHER TYPE OF "BID FORM" OR "PROPOSAL SHEET" WILL BE ACCEPTED AS A VALID RESPONSE TO THIS BID INVITATION.

### **BID AWARD**

Any award made will be to the highest responsive BIDDER, provided it is in the TRUSTEES' interest to accept the bid. The TRUSTEES or the DEPARTMENT, as staff to the TRUSTEES, reserves the right to reject any or all bids. The TRUSTEES or the DEPARTMENT further reserves the right to waive any minor irregularities in any bid received. In the event two (2) or more responses are received which equal or exceed the minimum bid amount, are of equal amounts and are the highest responsive bids received, and the bids are not rejected, then those parties, and only those parties, will be notified by the DEPARTMENT within three (3) business days and asked to resubmit a new Bid Form and Contract for Sale and Purchase and Deposit Receipt within five (5) business days of the deadline for their notice. This procedure shall repeat until an award is made to the highest responsive BIDDER or until such time as the DEPARTMENT determines that this Bid is withdrawn.

### **MAILING INSTRUCTIONS**

All bids must be submitted in a sealed envelope marked "**SEALED BID – POLK COUNTY, BID NO. DSL-BID-23-003**". Each BIDDER MUST enter its name and return address in the upper left-hand corner for identification purposes. Bids may be delivered as follows:

- U.S. Postal Service to State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, 3800 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, Attention: Jeff Gentry.

- Hand delivery to State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, 3800 Commonwealth Boulevard, Carr Building First Floor Reception Desk, Tallahassee, Florida, 32399-3000, Attention: Jeff Gentry.
- Sent via commercial carrier to the State of Florida Department of Environmental Protection, Bureau of Real Estate Services, Mail Station 115, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Attention: Jeff Gentry by the bid submission deadline.

**NOTE:** The State of Florida Department of Environmental Protection will not open any envelope submitted in association with this bid which is not properly addressed to **"STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS, BUREAU OF REAL ESTATE SERVICES"** and marked **"SEALED BID –POLK COUNTY, BID NO. DSL-BID-23-003"**.

**BIDS MUST BE SUBMITTED ON A BID FORM AND INCLUDE A FULLY EXECUTED CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT ALONG WITH A 10% DEPOSIT.**

#### **AMERICANS WITH DISABILITIES ACT REQUIREMENT**

Any vendor or contractor submitting a bid or proposal to the DEPARTMENT for providing commodities or contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any vendor or contractor which is providing commodities or contractual services, or possible subcontractor, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact Jeff Gentry, with the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, Carr Building, Tallahassee, Florida 32399-3000. The telephone number is (850) 245-2755.

BID FORM  
STATE LAND SALE

BIDDER hereby bids the lump sum of \$ \_\_\_\_\_ for the purchase of the state land described in the Contract for Sale and Purchase and Deposit Receipt. The lump sum entered above does not include closing costs and other costs of the sale as described in the Bid Conditions and paragraph 4.c of the Contract for Sale and Purchase and Deposit Receipt.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid Form for the BIDDER. I further certify that I have read and understand all the bid specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

\_\_\_\_\_  
BIDDER NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
BIDDER MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE (Print)

\_\_\_\_\_  
CITY                      STATE                      ZIP CODE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AREA CODE / TELEPHONE NUMBER

\_\_\_\_\_  
CORPORATION CHARTER NUMBER

**EXHIBIT "A"**

**PARCEL "A":**

**THAT PART OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LYING WEST OF FLORIDA STATE HIGHWAY NO. 37.**

**PARCEL "B":**

**BEGIN AT THE NE CORNER OF THE WEST 3/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 31 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND RUN NORTH 89 DEGREES 19'53" WEST A DISTANCE OF 328.96 FEET, THENCE SOUTH 07 DEGREES 42'48" WEST A DISTANCE OF 288.01 FEET, THENCE SOUTH 89 DEGREES 19'53" EAST A DISTANCE OF 368.39 FEET, THENCE NORTH 00 DEGREES 09'17" WEST TO THE POINT OF BEGINNING, LESS RIGHT-OF-WAY FOR STATE ROAD #37, POLK COUNTY, FLORIDA.**

**PARCEL "C":**

**BEGIN AT THE NORTHEAST CORNER OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 31 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, RUN THENCE NORTH 89 DEGREES 19'53" WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 328.96 FEET, RUN THENCE SOUTH 07 DEGREES 42'48" WEST A DISTANCE OF 288.01 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, RUN THENCE SOUTH 89 DEGREES 19'53" EAST A DISTANCE OF 317.10 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 37 (AS LOCATED ON 12-20-91), RUN THENCE SOUTH 03 DEGREES 01'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 364.51 FEET, RUN THENCE NORTH 89 DEGREES 45'39" WEST A DISTANCE OF 347.51 FEET, RUN THENCE NORTH 07 DEGREES 41'48" EAST A DISTANCE OF 369.67 FEET TO THE POINT OF BEGINNING.**

**PARCEL "D":**

**THE EAST 250 FEET OF THE SW 1/4 OF THE SE 1/4 OF SW 1/4 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.**

BSM: 

DATE: October 5, 2021