

## **BID NOTICE: SALE OF SURPLUS LAND**

Polk County, a political subdivision of the State of Florida, is soliciting bids for the following: **Bid 25-019 Sale of Surplus Land - 3801 Camp Lester Road, Lake Wales, FL.** Bid packages may be obtained from the Procurement Division, 330 West Church Street, Room 150, Bartow, Florida, 33830, (863) 534-6757 or downloaded from our website at <https://www.polk-county.net/business/procurement/>. Respondents must submit one (1) original of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a **“sealed”** parcel. Bids will be publicly opened and read at 2:00 p.m. on receiving date.

**Bid Number and Title:** 25-019 Sale of Surplus Land - 3801 Camp Lester Road, Lake Wales, FL

**Description:** Public sale of county-owned surplus land. Property to be sold is one (1) County owned parcel, Tax I.D. No. 292912-000000-043010. The Board of County Commissioners has established a minimum bid of \$159,000. The subject parcel is located at 3801 Camp Lester Road, Lake Wales, FL 33898.

**Non-Mandatory Site Visit:** To view the interior of the structure, a non-mandatory site visit will take place on Thursday, October 30, 2024, from 9:00 a.m. until 12:00 p.m.

**Receiving Period:** Wednesday, November 20, 2024, prior to 2:00 p.m.

**Bid Opening:** Wednesday, November 20, 2024, 2:00 p.m.

### **Special Instructions:**

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

To obtain a copy of maps and/or pictures of the property please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “Bid 25-019, Bid Attachments”, select “Open” or “Save As” to download the quote documents. If you need assistance accessing this website due to ADA or any other reason, please email Mike Baselice at [mikebaselice@polk-county.net](mailto:mikebaselice@polk-county.net).

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Mike Baselice, Senior Buyer, via email at [mikebaselice@polk-county.net](mailto:mikebaselice@polk-county.net) or via fax at (863) 534-6789 by 4:00 p.m.; November 1, 2024.

## **BID REGISTRATION**

You must register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 25-019

Bid Title: Sale of Surplus Land - 3801 Camp Lester Road, Lake Wales, FL

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**BID SUBMITTAL INSTRUCTIONS**

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

**Sealed Parcel Submittal:**

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed Bid Number</b>	25-019
<b>Bid Title</b>	Sale of Surplus Land - 3801 Camp Lester Road, Lake Wales, FL
<b>Due Date/Time:</b>	November 20, 2024, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

***Electronic Bid Submittal:***

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. However, a certified cashier’s check must also be mailed, express mailed or hand delivered prior to 2:00 p.m. on the receiving date and time.

## Bid 25-019 Sale of Surplus Land - 3801 Camp Lester Road, Lake Wales, FL

Bidders must email [mikebaselice@polk-county.net](mailto:mikebaselice@polk-county.net) at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 25-019 – Title of Document"

For Excel Bid Sheets "Bid 25-019 – Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Mike Baselice at [mikebaselice@polk-county.net](mailto:mikebaselice@polk-county.net).

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

## **Contents**

<b>BID NOTICE: SALE OF SURPLUS LAND .....</b>	<b>1</b>
<b>BID REGISTRATION .....</b>	<b>2</b>
<b>BID SUBMITTAL INSTRUCTIONS .....</b>	<b>3</b>
<b>GENERAL CONDITIONS.....</b>	<b>6</b>
<b>BID SHEET .....</b>	<b>18</b>
<b>SIGNATURE ACKNOWLEDGEMENT .....</b>	<b>19</b>
<b>BIDDERS INCORPORATION INFORMATION .....</b>	<b>20</b>

## GENERAL CONDITIONS

1. **INTRODUCTION:** Polk County, a political subdivision of the State of Florida, is accepting sealed bids for the sale of surplus land. Property to be sold is one (1) county owned parcel, Tax I.D. No. 292912-000000-043010. The Board of County Commissioners has established a minimum bid of \$159,000. The subject parcel is located at 3801 Camp Lester Road, Lake Wales, FL.
2. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions or bid price sheets will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether any addition, revision or deletion changes the intent of the bid.
3. **SEALED BIDS:** All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
4. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid.  
  
If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
5. **CASHIER CHECK:** A cashier's check for five percent (5%) of the amount bid is required and MUST be submitted with the bid made payable to Polk County Board of County Commissioners.
6. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid. If after Bidder's notice of award, the successful Bidder refuses or otherwise neglects to pay the

balance within a reasonable time, the amount of the Bidder's bid security (surety bond, cashier's check) shall be forfeited, and the award cancelled if such action is deemed to be in the best interest of the County. The Procurement Director will make the determination of "a reasonable time". Payment will be in the form of a cashier's check, 10 calendar days from the Sale of Land Acceptance Letter Notice.

7. **CLARIFICATION:** It is the bidder's responsibility to become familiar with and fully informed regarding the terms and conditions of this bid. Lack of understanding and/or misinterpretation of any portions of this bid shall not be cause for withdrawal of your bid after opening.

**Subject property including all structures, if any, located thereon are being offered for sale As-Is, with no warranties expressed or implied. Interest in property will be conveyed by County Deed pursuant to Florida Statute 125.411(3): All deeds of conveyance by any County or by its Board of County Commissioners shall convey only the interest of the County and such Board in the property covered thereby and shall not be deemed to warrant the title or to represent any state of facts concerning the same.**

**A PORTION OF THE PROPERTY IS A PLATTED PARK WHICH HAS BEEN OF RECORD IN EXCESS OF 30 YEARS AND ANY CONVEYANCE OF THE PROPERTY BY THE COUNTY BY A DEED MAY BE SUBJECT TO THE LIMITATIONS AS SET FORTH IN FLORIDA STATUTE 95.36. THESE LIMITATIONS MAY REQUIRE TITLE CLEARING ACTIONS OR NECESSITATE A HOLDING PERIOD FOR UP TO SEVEN YEARS IN ORDER TO CLEAR TITLE TO MEET YOUR SPECIFIC INTENDED USE OF THE PROPERTY. THE MINIMUM BID AMOUNT HAS TAKEN THE HOLDING PERIOD INTO ACCOUNT.**

**Legal description: "Park" parcel lying southwesterly of Lot 4, Block 6, as shown on the plat of CAMP LESTER, according to the map or plat thereof as recorded in Plat Book 33, at Page 38, Public Records of Polk County, Florida, lying in Section 12, Township 29 South, Range 29 East.**

**AND**

**That previously vacated 50-foot right-of-way, being the unnamed roadway lying southerly of Block 6 of CAMP LESTER as recorded in Plat Book 33, Page 38, Public Records of Polk County, Florida, lying in Section 12, Township 29 South, Range 29 East, Polk County, Florida.**

**AND**

**Commence at the Northwest corner of the Southwest 1/4 of Section 12, Township 29 South, Range 29 East, thence run East 50 feet for the Point of Beginning; thence continue East 100 feet; thence run South 100 feet; thence run West 100 feet; thence run North 100 feet to the Point of Beginning. Less Maintained Right-of-Way.**

**As a condition of the sale the successful bidder is responsible for paying the documentary stamp tax and recording fees on the deed.**

**This conveyance DOES NOT constitute any development approval of the subject property by Polk County. Buyer would need to obtain the required approvals/permits prior to developing the property to their purposes.**

**It is the buyer's sole responsibility to perform the due diligence needed to confirm that the property, structures and improvements can be utilized for buyers intended use, prior to submitting bid.**

**To view the interior of structure a NON-Mandatory Site Visit will be October 30, 2024 at 9:00 a.m. until 12:00 p.m.**

**IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO DETERMINE THE STATUS OF THE PROPERTY AT THE TIME OF OFFER. THE BIDDER SHALL BE BOUND BY THE STATEMENTS ABOVE AND SHALL NOT MAKE ANY OTHER DEMANDS OF THE COUNTY WITH REFERENCE TO TITLE TO THE DESCRIBED PROPERTY.**

The Procurement Director reserves the right to refuse any or all bids.

8. **AWARD:** The award of this bid shall be based on the highest price received for the parcel(s). The Procurement Director may reject all bids or waive any minor irregularities or technicalities in bids received.
9. **Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.
10. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any



and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

11. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

12. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

**FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS  
WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY**

POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

13. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
14. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with, or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.
16. **15.PUBLIC RECORDS LAW**
- (a)The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not

release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF  
PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

**EMAIL: RMLO@POLK-COUNTY.NET**

17. The Successful Bidder must register in our Vendor Database if you have not already done so prior to award of this bid. You may register by going to the following link: <https://www.polk-county.net/business/procurement/vendor-information/>.
18. **BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**
19. **NO BID:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
20. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

**NOTE:** In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at <https://www.polk-county.net/business/procurement/>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

**21. COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

**22. DEFINITIONS:**

- The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term "Contract" means this bid document, any and all Addenda issued, and the Contractors bid submittal.
- The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.

**23. UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

**24. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**25. UNCONTROLLABLE FORCES (FORCE MAJEURE):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or

immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**26. SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS  
CERTIFICATION; TERMINATION.**

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
  - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

27. **NO CONSTRUCTION AGAINST DRAFTER**. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully



reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**BID SHEET**

(SUBMITTAL PAGE)

Item	Tax I.D. No.	Minimum Bid	Bid Amount
1	Parcel(s)# 292912-000000-043010; 3801 Camp Lester Road, Lake Wales, FL 33898	\$159,000.00	\$

---

Vendor (Bidder) Name

**\*\*Bidder is responsible for paying the documentary stamp tax and recording fees on the deed associated with the sale.**

**SIGNATURE ACKNOWLEDGEMENT** (Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material 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 have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(Area Code) Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

## BIDDERS INCORPORATION INFORMATION

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.