

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

Solicitation Number: **24-919**Solicitation Title: **SALE OF INDUSTRIAL PARK REAL PROPERTY (REAL ESTATE)**Pre-Solicitation Conference: **See Section 3.0**

Last Day to Ask Questions: **01/10/2024**CLOSING DATE: **01/24/2024** CLOSING TIME: 3:00 P.M. Eastern

Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

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# **PURPOSE OF SOLICITATION**

The purpose of this Request For Information/Interest (RFI) solicitation is to solicit competitive sealed submittals to purchase **SALE OF INDUSTRIAL PARK REAL PROPERTY (REAL ESTATE)** for Lake County, Florida. This solicitation is officially posted on the County’s website exclusively.

## **EXHIBITS**

Exhibit A – Properties Description

Exhibit B – Florida Statute 125.35 – County Authorized to sell Real Property

Exhibit C – Review [Lake County General Terms & Conditions version 5.6.21 (lakecountyfl.gov)](https://cdn.lakecountyfl.gov/media/krwgfnt0/general-terms-and-conditions-v-5-6-21-ada.pdf)

## **ATTACHMENTS**

Attachment 1 – Submittal Form

Attachment 2 – Pricing Form

# **POINT OF CONTACT**

Direct all inquiries to the Contracting Officer (official point of contact) listed:

Bill Ponko, CPPO, CPPB, Senior Contracting Officer

Telephone: 352-343-9489

E-mail: Bill.Ponko@lakecountyfl.gov

# **QUESTIONS, EXCEPTIONS, AND ADDENDA**

Vendors must examine all solicitation documents including the [Lake County General Terms and Conditions page.](https://www.lakecountyfl.gov/pdfs/procurement/lake-county-terms-and-conditions-ADA.pdf) All communication, inquiries, or requests for exceptions are to be directed to the Contracting Officer listed in Section 2.0. The last day for questions or requests for exceptions is **01/10/2024**. An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation and posted on the [Lake County Formal Solicitation site](https://www.lakecountyfl.gov/offices/procurement_services/view_all_bids.aspx) for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.

It is the Vendor’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award. The solicitation due date is static unless notified via addendum.

Process clarification or procedure questions may be asked at any time to the Contracting Officer.

# **SUMMARY**

* 1. The County has two parcels for sale, refer to Exhibit A – Properties Description.
	2. This sale of real property shall adhere to Exhibit B – Florida Statute Section 125.35 and in accordance with the laws of the State of Florida.
	3. Potential purchasers must submit a response to this solicitation.
	4. The County has contracted ([23-505.pdf (lakecountyfl.gov)](https://c.lakecountyfl.gov/ProcurementDocuments/term-supply_contracts/23-505.pdf)) with Collier’s International Florida, LLC (Colliers) to assist in this real property transaction.
		1. Utilize the County’s Point of Contact (Section 2.0) to arrange any discussions with Colliers.
		2. The County reserves the right to negotiate with potential purchasers who submit responses to this solicitation.
		3. All fees due to Colliers in connection with the property transaction will be paid by County.
		4. Commission rate: The total fee is 5% with 2% being offered to the buyer's co-broker and 3% to Colliers if co-brokered.  Direct sale without a co-broker, the total fee is 4% to Colliers.
	5. The County or Colliers does not guarantee the accuracy or completeness of Exhibit A – Properties Description.
		1. The County or Colliers shall not have any liability for any reason to the potential purchaser or related parties resulting from the use of the property information.
		2. Potential purchaser or related parties are responsible for their own due diligence.
	6. The County has offered real property for sale without regard to race, creed, sex, religion, or national origin.
	7. The County will draft the contract for the sale of real property.
	8. The County anticipates fair market value for each parcel of real property offered.

# **METHOD OF AWARD AND SETTLEMENT, PAYMENT TERMS**

* 1. The bid award shall be to the highest bidder complying with the terms and conditions set forth herein, unless the BCC rejects any or all bids.
		1. The County reserves the right to negotiate with the highest bidder.
	2. The County reserves the right to cancel or to reject any or all bids if it is determined to be in the County’s best interest to do so.
	3. The Procurement Services will notify the highest bidder of the award recommendation within thirty (30) calendar days after the bid closing date.
	4. Once the bid is awarded, the RFI will be scheduled for BCC approval.
	5. Once the BCC approves the award, the appropriate documents will be sent to the County’s On-Call Closing Agent.
	6. Payment will be made at time of closing to the County’s Closing Agent.
	7. If the notified recommended bidder fails to close on the surplus real estate with ninety (90) days of BCC approval, the County reserves the right to cancel the recommendation and recommend to the next highest bidder using the same steps, or to reject all bids.

# **DELIVERY AND SUBMITTAL REQUIREMENTS**

* 1. Hand delivery of submittals will not be accepted.
	2. RESPONSES MUST BE SUBMITTED THROUGH THE SOLICITATION RESPONSE PORTAL TO BE CONSIDERED – [Click Here for the Submission Portal.](https://procurement.lakecountyfl.gov/login)
	3. A response will not be accepted if completed and submitted after the official due date and time. All information must be legible.
	4. Submittal must include:
* Completed Attachment 1 – Submittal Form;
	+ Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm’s SunBiz registration.
* Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive;
* Submit a purchase proposal;
* Submit a land use proposal; and
* Submit Attachment 2 – Pricing Form and a pricing proposal.
	1. Interested parties may listen to the 3:01 P.M. solicitation opening by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: [Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NTc2MGM4YWYtYjcxYy00NjIxLTg3MjEtMzQzYTNiN2QyODQ1%40thread.v2/0?context=%7b%22Tid%22%3a%228499232e-a71a-45ed-aeca-64041089512e%22%2c%22Oid%22%3a%222b878da3-a65c-47a7-9def-0cf7f970014f%22%7d)
	2. The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). Nothing in this solicitation permits or shall be construed as authorization to use or display County’s Intellectual Property on Respondent’s submittal documents or proposal (including any exhibits attached thereto) in response to this solicitation. Unless expressly authorized in writing by County, a Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals. Unauthorized use of County’s Intellectual Property may constitute trademark and copyright infringement in violation of federal and state laws. It is a violation of Lake County Code Section 2-1 and deemed a second-degree misdemeanor under Florida Statutes Section 165.043.

*[The remainder of this page intentionally left blank]*