



CITY OF WEST PARK

Sale of City Owned Property 4117 SW 18th Street

Contract Documents and Specifications

Prepared by:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

City of West Park Bid No. 03-15-10-02
CGA Project No. 10-3123

February 2010

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City of West Park

INVITATION FOR BIDS “Sale of City Owned Property 4117 SW 18th Street IFB 03-15-10-02”

The City of West Park is requesting sealed bids for the purchase of City owned property located at 4117 SW 18th St in the City of West Park. The City reserves the right to reject any/all bids in the best interest of the City.

BID SUBMISSION

Bids must be received by sealed envelope in the offices of Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, by 1:30 pm, Tuesday, March 30, 2010, at which time they will be opened and read. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

Sale of City Owned Property 4117 SW 18th Street City of West Park, IFB 03-15-10-02

Copies of this Bid Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and Invitation Document #03-15-10-02, or may be found on the City's web site under the link at www.cityofwestpark.org.

FOR INFORMATION

For information on this Invitation for Bid, contact Chris Giordano, Project Administrator, at 954-921-7781.

ACCEPTANCE, REJECTION and CANCELLATION

The City of West Park reserves the right to reject any or all bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm/individual offering the greatest advantage to the City. The City also reserves the right, in its sole and absolute discretion, to cancel this Invitation for Bid at any time.

The City encourages local citizens who reside and/or do business within the City of West Park to participate in the bidding process.

City of West Park
P.O. Box 5710, West Park, Florida 33083

SUBJECT: Invitation for Bids (IFB) for The Sale of City Owned Property 4117 SW 18th Street

The City of West Park invites you to submit an original Bid (clearly marked) and seven (7) bound copies in response to our Invitation for Bid. All submissions and inquiries must be addressed as outlined in the IFB.

The bids must be received in a sealed envelope clearly marked "Sale of City Owned Property 4117 SW 18th Street" bearing the name of the bidder, and the address as well as the title of the IFB no later than 1:30 pm, Tuesday, March 30, 2010. Address or deliver your bid to Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316.

The City encourages local firms/individuals who reside and/or do business within the City of West Park to participate in the bidding process.

The City's tentative schedule for this Invitation for Bid is as follows:

Deadline for Questions	Friday March 19, 2010, 5:00 pm
Opening of Bids:	Tuesday March 30, 2010, 1:30 pm
Commission Award:	Wednesday, April 07, 2010 7:00 pm

The City reserves the right to delay or modify scheduled dates. The City will notify bidders of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,

Chris Giordano
Project Administrator

CITY OF WEST PARK
Invitation for Bid

1.0 PURPOSE

The City of West Park is requesting sealed bids from firms/individuals for the purchase of City owned property located at 4117 SW 18th Street in the City of West Park.

2.0 BACKGROUND

The City of West Park was incorporated in March 2005. The City has approximately 13,500 residents. The City of West Park is bounded on the north by Pembroke Road, on the south by Countyline Road, on the west by State Route 7/441 and on the east by SW 32nd Avenue. The City's fiscal year begins October 1st and ends on September 30th.

The City of West Park provides primarily through contracts the normal range of governmental services including parks and recreation, road maintenance, planning, zoning and building, and code enforcement to its citizens. Police, Fire, and Rescue services are currently provided by the Broward Sheriff's Office. For the inception year, Broward County was responsible for providing the municipal services that had been provided in the formally unincorporated area.

The City passed Resolution 2010-04 which identifies the property listed on Exhibit "A" as surplus property and grants the City Administrator the authority to dispose of the property via a sealed bid sale. This resolution is attached as Exhibit "C".

3.0 SCOPE OF WORK TO BE PERFORMED

The City of West Park desires to sell the property located at 4117 SW 18th Street to the highest responsible bidder and to coincide with the City's best interests. The details regarding this purchase are outlined in the attached "Contract for Sale and Purchase and Deposit Receipt" and the "City Land Sale-Bid Conditions".

4.0 RESPONSIBILITIES OF THE CITY

City staff will be available to assist bidders in both the bidding process and the operational functions with interpreting specifications, standards and directions.

5.0 BID DUE DATE

Sealed bids shall include one original (clearly marked) and seven (7) complete bound copies with all appropriate attachments to be received at the Community Services Directors Office prior to 1:30 pm, Tuesday, March 30, 2010.

Bids should be addressed as follows for mail or hand delivery:

Calvin, Giordano & Associates, Inc.
Attn Chris Giordano
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

Submitted envelopes should be clearly marked "**SALE OF CITY OWNED PROPERTY 4117 SW 18th STREET CITY OF WEST PARK, IFB 03-15-10-02.**"

6.0 SUBMISSION OF BID

Incurred Expenses:

The City is not responsible for any expenses which bidders may incur preparing and submitting bids called for in the Invitation for Bid.

Interviews:

The City reserves the right to conduct personal interviews or required presentations on all bidders prior to selection. The City will not be liable for any costs incurred by the bidder in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Bid Acknowledge:

By submitting a bid, the bidder certifies that the bidder has fully read and understands the bid method and has full knowledge of the scope, nature, and steps required for the purchase of the property.

Invitation for Additional Information:

The bidder shall furnish such additional information as the City of West Park may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

Acceptance/Rejection/Modification to Bids:

The City reserves the right to reject any and all bids, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

Bids Binding:

All bids submitted shall be binding for ninety (90) calendar days following opening.

Bid Withdrawal:

Bidders may withdraw their bids by notifying the City in writing at any time prior to the scheduled opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders. The bid guarantee, or deposit, will be returned to all unsuccessful bidders within ten working days after the City's decision.

Bid Disclosure:

Upon opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke in writing the exemptions to disclosure provided by law in the response to the IFB by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

7.0 CONDITIONS OF BIDS

- A. Late Bids – Bids received by the City after time specified for receipt will not be considered. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- B. Completeness – All information required by this IFB must be supplied to constitute an acceptable bid.
- C. Public Opening – All bids will be publicly opened at the time and place specified. Bids may be reviewed by any person ten (10) days after the opening or recommendation of award which ever occurs sooner.

- D. Award Presentation – The City Administrator will present to City Commission for acceptance and final award, one or more of the bids, or reject all bids, within ninety (90) calendar days from the date of opening of bids.

8.0 TERMS AND CONDITIONS OF CONTRACT

The contract to be entered into with the successful bidder(s) will include, but not be limited to, the following terms and conditions.

The bidder shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The content of this IFB and all provisions of the successful bidder deemed pertinent by the City may be incorporated into a contract and become legally binding.

The City shall have the option of terminating the contract by giving the firm/individual thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

9.0 TERMINATION OF AGREEMENT

If the bidder fails to perform the conditions of the agreement as specified and as interpreted by the Administrator, the Administrator shall provide written notice of such violation.

The City reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice, unless otherwise provided in the contract.

If the agreement is terminated for cause, bidder will be removed from the City's vendor list.

The City Commission shall have the right to terminate the agreement in the event the Bidder files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

This agreement may not be terminated by the bidder unless otherwise provided in the contract.

10.0 PROCEDURE FOR REVIEW

The City's Project Administrator will first review each bid for compliance with the technical qualifications and mandatory requirements of the IFB. Failure to comply with any mandatory requirements will disqualify a bid.

The City reserves the right to reject any and all bids and to waive minor irregularities in the bid. The City further reserves the right to seek new bids when it is in the best interest of the City to do so.

11.0 EVALUATION OF BIDS

Award shall be made to the responsible bidder whose bid is determined to be the most advantageous to the City, taking into consideration the items listed below.

Mandatory Requirements will be used in determining whether a bidder is responsive to the IFB but will not be used as an evaluation criterion:

The firm adheres to the instructions in the IFB on preparing and submitting the bid and the applicable City ordinance.

Fees and Expenses:

- A. Firm/Individual Bid Price

12.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate bids. Effort was made to provide necessary and accurate information when this Invitation was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of bidders to assure that they have all information necessary for submission of their bids.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City's Project Administrator, Chris Giordano, in writing on or before 5:00 pm, March 19, 2010, and fax to (954) 921-8807 or e-mail: cgiordano@calvin-giordano.com.

13.0 INFORMATION REQUIRED OF BIDDER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the bids be organized in the manner specified.

- A. Bid Format:
Bid shall be in the following order:
Title Page, Table of Contents, Letter of Transmittal, Bid Certificate, Bid Conditions, Contract for Sale and Purchase and Deposit Receipt, and Bid Guarantee in the form of certified or cashier's check.
- B. Title Page:
Name of Bidder's company/corporation, address, telephone number, e-mail address, name of person which will handle City's project, date, and the subject—"SALE OF CITY OWNED PROPERTY 4117 SW 18th STREET" – IFB # 03-15-10-02.
- C. Letter of Transmittal:
Limit to one or two pages. Briefly state the Bidder's positive commitment, understanding of the property to be purchased and a commitment to purchase the property within the time restraints.
- D. Bid Certificate
Read, understand and complete form enclosed in IFB Package.
- E. Bid Conditions
Read, understand and complete the section enclosed in IFB Package.
- F. Contract for Sale and Purchase and Deposit Receipt
Read, understand and complete form enclosed in IFB Package.
- G. Bid Guarantee
Submit in the form of a certified or cashier's check for 10% of the total purchase price.

14.0 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm/individual who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

15.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this IFB becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation for Bid, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation for Bid.

I hereby propose to purchase the property specified in the Invitation for Bid. I agree that my bid will remain firm for a period of up to 90 days following the opening in order to allow the City of West Park adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of West Park or any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the cover letter from the City Administrator and fully understand that it is incorporated as a part of this IFB by reference. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Invitation for Bid.

Name of Business

By: _____

Sworn to and subscribed before me
this ___ day of _____, 20____

Signature: _____

Name & Title, Typed or Printed

Mailing Address

Notary Public
State of _____

City, State, Zip Code

Telephone No.

Facsimile No.

Email Address

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____, is _____ (title)
of the _____ (corporation
described herein) being duly sworn, deposes and says that he/she is familiar with the
books or the said corporation showing its financial position; that the foregoing
statements are a true and accurate statement of the financial position of said corporation
as of the date hereof; and, that the statements and answers to questions of the
foregoing experience questionnaire are correct and true as of the date of this affidavit
and, that he/she understands that intentional inclusion of false, deceptive or fraudulent
statements on this application constitutes fraud; and, that the City of West Park
considers such action on the part of the applicant to constitute good cause for denial,
suspension or revocation of a existing work, future contracts or contracts being
performed by the Contractor for the City of West Park.

(Officer must also sign here)

Sworn to me before this _____ day of _____ 20____, by
_____ (name of affiant). He/she is personally known to
me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of West Park considers such action on the part of the applicant to constitute good cause for denial for bidding on City projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for the City of West Park, Florida.

(Applicant)

Sworn to me before this _____ day of _____ 20_____,
by _____ (name of affiant). He/she is personally known to
me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of West Park considers such action on the part of the applicant to constitute good cause for denial for bidding on City projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for the City of West Park, Florida.

(Member of Firm)

Sworn to me before this _____ day _____ of 20_____.
by _____ (name of affiant). He/she is
personally known to me or has produced _____
(type of identification) as identification.

(Notary)

SEAL

**CITY OF WEST PARK
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT**

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this _____ day of _____, 20__, by and between SELLER and BUYER as follows:

SELLER: City of West Park, Florida (hereinafter referred to as "City").

ADDRESS : City of West Park, Florida
3150 SW 52nd Ave Suite 100
Pembroke Park, FL 33083

BUYER :

Name(s) (as should appear on the deed)

Address:

Phone: E-Mail:

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of _____ (\$), which shall be paid in the following manner:

a. Deposit: BUYER deposits herewith _____ (\$) in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the City of West Park, FL representing ten percent (10%) of the total purchase price as an earnest money deposit ("Deposit").

b. Balance: The balance of the purchase price in the amount of _____ (\$_____) shall be paid by certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the City of West Park, FL at the time of closing.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before 90 days after SELLER'S execution of this Contract. The date, time and place of closing shall be specified in a notice by the CITY to the BUYER at least 15 days prior to the closing date.

b. Conveyance: At closing, SELLER will deliver to BUYER a fully executed Fee Simple Deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys' fees. BUYER shall reimburse CITY at closing for any closing costs that are initially paid for by CITY. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the City of West Park, FL or an escrow agent designated by CITY at the time of closing. SELLER may require that the closing be processed by and through a title insurance company or other closing agent designated by CITY, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: BUYER agrees to take title to the Property subject to any comprehensive land use plans, zoning, restrictions, prohibitions and other requirements 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. Upon closing, BUYER is responsible for all real estate taxes and assessments related to the property accruing from and after closing.

6. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements

located thereon, or the fitness of either for any particular use or purpose.

7. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

8. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

9. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER'S option, may elect to specifically enforce this Contract. If SELLER fails to deliver the Fee Simple Deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; or BUYER, at BUYER'S option, may seek specific performance.

10. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

11. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

12. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

13. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.

Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

14. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

15. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER or the City of West Park, FL in any manner unless or until it is approved and legally executed by SELLER.

The parties have caused this Contract to be executed on the day and year first above written.

"SELLER"

City of West Park, Florida

By: _____ (SEAL)

TITLE: City Administrator
City of West Park, Florida

APPROVED AS TO FORM AND LEGALITY

BY: _____

TITLE: City Attorney
City of West Park, Florida

"BUYER"

(If a corporation, Name of BUYER)

Signature of BUYER

Print/Type Name of BUYER

(If a corporation, title of person signing.) Affix corporate Seal if officer other than President is signing.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Carver Ranches Business Sec 23-31 B Lot 33 BLK A, Identified by Folio No. 514219050280, located on the North side of SW 18th Street, between SW 40th Avenue and SW 42nd Avenue.

**CITY OF WEST PARK
CITY LAND SALE - BID CONDITIONS**

Sealed bids will be received by the CITY OF WEST PARK, (hereinafter referred to as "CITY") from prospective buyers (each prospective buyer is hereinafter referred to as "BIDDER") for the real property described below.

RESOLUTION NO. 2010-04

Resolution No. 2010-04 was passed by the City of West Park on January 20, 2010. This resolution declares the property listed in Exhibit "A" as surplus property and grants the City Administrator the authority to dispose of this property via a sealed bid sale. This resolution includes the following restrictions which must be adhered to:

Restrictions on Sale of Property. The City Commission of the City of West Park hereby declares that the following restrictions should be placed upon the subject property as conditions of sale and development and that failure to comply with the restrictions shall result in the property reverting back to the City of West Park without further action:

1. No free standing walls shall be permitted. If a fence is proposed, it shall be a decorative aluminum rail with all required landscaping in the buffers.
2. If a monument sign is proposed, it shall be ground lit with a stucco finish and shall have no more than 2 colors.
3. Either decorative awnings or decorative shutters shall be required on all windows.
4. If awnings are proposed, they shall be metal or fabric.
5. If shutters are proposed, they shall be metal or wood.
6. All buildings and structures, such as the dumpster enclosure, shall be of the same material as the primary structure, and shall be improved with either stucco or brick veneer.
7. The roof shall either be concrete or ceramic tiles or metal.
8. Any parking lot lighting shall be Sternberg 1527F Omega Series fixture in accordance with City of West Park Planning Department specifications.

LEGAL DESCRIPTION OF PROPERTY

The property which is located at 4117 SW 18th Street West Park, Florida, and is more particularly described in attached EXHIBIT "A."

The minimum bid amount is \$19,100.00. 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 Fee Simple Deed (including improvements) on an "as is," "where is" basis subject to all comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; 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.

BID GUARANTEE

Each bid shall be accompanied by a bid guarantee in the form of a certified or cashier's check from a financial institution as defined by Section 655.005, Florida Statutes, made payable to the City of West Park, FL in the amount of ten percent of the BIDDER'S bid. The bid guarantee shall be forfeited to the CITY if the successful BIDDER fails to perform as specified after written notification of award. Bid guarantees of unsuccessful BIDDERS will be returned within ten working days after the CITY'S decision. No interest shall accrue on any bid guarantees received by CITY.

BID CONDITIONS

1. The balance of the purchase price required to be paid by the successful BIDDER shall be in the form of a certified or cashier's check.
2. The CITY 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 of title insurance, documentary stamp tax on the Fee Simple Deed, recording costs, any and all costs and fees associated with BIDDER financing, and any other closing costs that BIDDER may incur. The CITY may require that the closing be processed by and through a title insurance company office, or other agent, designated by the CITY, 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 closing incurred by the CITY or other parties on behalf of the CITY, by separate certified or cashier's check, made payable to the City of West Park, FL or an escrow agent designated by the CITY, at the time of closing.
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 call William "Spence" Johnson at 954-562-0036 to arrange for an on-site inspection.

VERBAL INSTRUCTIONS NON-BINDING

The CITY is not bound by or responsible for any information verbally given to any prospective BIDDER by any employee or representative of the CITY. Only those communications pertaining to this bid, which are in writing from the CITY or their representative, may be considered as a duly authorized expression on behalf of the CITY. Only communications from a BIDDER that are signed and in writing will be recognized by the CITY 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 Chris Giordano, Calvin, Giordano & Associates, 1800 Eller Dr Suite 600, Ft Lauderdale, FL 33316. The telephone number is 954-921-7781 and email address is cgiordano@calvin-giordano.com. 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 1:30 p.m., March 30, 2010. Any bid received after that time will be returned to the BIDDER unopened. The CITY is not responsible for bids not received by 1:30 p.m., March 30, 2010.

BID OPENING AND CONSIDERATION

All bids received by the bid submission deadline will be publicly opened at **1:30 p.m., on March 30, 2010, 1800 Eller Dr Suite 600, Ft Lauderdale, FL 33316 by the CITY.** 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, 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 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 CITY's best interest to accept the bid. The CITY reserves the right to reject any or all bids. The CITY further reserves the right to waive any minor irregularities in any bid received. It is anticipated that the CITY shall decide whether to accept, or reject, the highest responsive BIDDER at the CITY's regularly scheduled meeting on Wednesday, April 07, 2010. If the CITY accepts the BIDDER'S bid, the Bid Guarantee shall be deemed the Deposit under the Contract for Sale and Purchase and Deposit Receipt.

MAILING INSTRUCTIONS

All bids must be submitted in a sealed envelope marked "**SEALED BID - City of West Park, BID NO. 03-15-10-02.**" Each BIDDER **MUST** enter its name and return address in the upper left-hand corner for identification purposes. Bids may be delivered as follows by the bid submission deadline:

- U.S. Postal Service to Calvin, Giordano & Associates, Attention: Chris Giordano, 1800 Eller Drive Suite 600, Ft Lauderdale, FL 33316
- Hand delivery to Chris Giordano, Calvin, Giordano & Associates 180 Eller Dr Suite 600, Ft Lauderdale, FL 33316, or
- Sent via commercial carrier to Calvin, Giordano & Associates, Attention: Chris Giordano, 1800 Eller Drive Suite 600, Ft Lauderdale, FL 33316

NOTE: THE CITY OF WEST PARK WILL NOT OPEN ANY ENVELOPE SUBMITTED IN ASSOCIATION WITH THIS BID WHICH IS NOT PROPERLY ADDRESSED TO "Calvin, Giordano & Associates, Attention: Chris Giordano" and marked "SEALED BID - WEST PARK, BID NO. 03-15-10-02." BIDS MUST BE SUBMITTED ON A BID FORM AND INCLUDE A FULLY EXECUTED CONTRACT FOR SALE AND PURCHASE ALONG WITH A TEN PERCENT DEPOSIT.

AMERICANS WITH DISABILITIES ACT REQUIREMENT

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 Chris Giordano, Calvin, Giordano & Associates, 1800 Eller Dr Suite 600, Ft Lauderdale, FL 33316. The telephone number is 954-921-7781.

BID FORM
STATE LAND SALE

BIDDER hereby bids the lump sum of \$ _____ (in numbers)

_____ (in words) for the purchase of the state land described in EXHIBIT "A" attached hereto.

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

ENCLOSURES TO BE SUBMITTED WITH BID

1. Completed and signed Bid Form.
2. Completed and signed Contract for Sale and Purchase and Deposit Receipt.
3. Certified or cashier's check from a financial institution as defined by Section 655.005, Florida Statutes, made payable to the City of West Park, FL equal to ten percent of the BIDDER'S bid.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Carver Ranches Business Sec 23-31 B Lot 33 BLK A, Identified by Folio No. 514219050280, located on the North side of SW 18th Street, between SW 40th Avenue and SW 42nd Avenue.



EXHIBIT "B"



- Twn-Rng-Sec
- Streets
- Parcels
- Aerials (2009)
- County Boundary

514219

514220

4117 SW 18 ST

0 60 ft