

RESOLUTION NO. 2022- 78

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-36 SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033, AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE.**

**RECITALS**

**WHEREAS**, the County declared the property located at 4951 State Road 207, Elkton, FL 32033 as surplus by Resolution No: 2021-349, and authorized an appraisal, and advertisement for sale bids; and

**WHEREAS**, the successful buyer shall determine if the property will be appropriate for buyer's needs and intended use before closing, be responsible for any land use or zoning changes required for buyer's intended use, in addition to the bid amount pay the appraiser fee and other closing costs, and assume all environmental liability relating to the property and will be required to execute documentation at closing releasing the County from any and all environmental liability for the property located at 4951 State Road 207, Elkton, FL 32033 in accordance with Bid No. 22-36; and

**WHEREAS**, through the County's formal Bid process, James Alvarez and Wendy Alvarez were the highest responsive, responsible bidder; and

**WHEREAS**, the Director of Land Management Systems has reviewed the bid submitted by James Alvarez and Wendy Alvarez and has determined that acceptance of the bid is in the best interest of the County; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed purchase and sale agreement (attached hereto, an incorporated herein) and finds that entering into agreement to complete the sale of the real property located at 4951 State Road 207, Elkton, FL 32033 serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is authorized to award Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033 to James Alvarez and Wendy Alvarez, as the responsive, responsible bidders.

Section 3. The County Administrator, or designee, is further authorized to execute a Purchase and Sale Agreement in substantially the same form and format as the attached draft for the sale of the real property as specifically provided in Bid No. 22-36.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

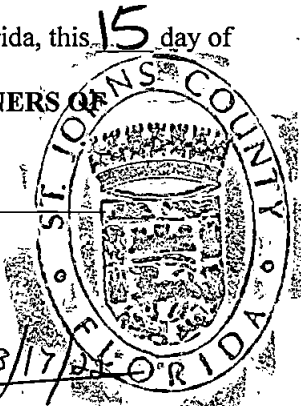
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15 day of March, 2022.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean  
Henry Dean, Chair

**ATTEST:** Brandon J. Patty,  
Clerk of Circuit Court & Comptroller

By: Pam Halterman  
Deputy Clerk



Rendition Date 3/17/2022

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2022, by and between **JAMES ALVAREZ AND WENDY ALVAREZ** (“Buyer”), whose address is 7569 State Road 207, Elkton, FL 32033 and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“Seller”).

**WITNESSETH:**

**WHEREAS**, the Buyer is desirous of purchasing property owned by the Seller and the Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest for the Seller to convey fee simple ownership to the Buyer of the property described in Exhibit “A”, attached hereto, incorporated by reference and made a part hereof, (hereinafter “Property”); and

**NOW THEREFORE**, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price (“Purchase Price”) is Ten Dollars (**\$43,000.00**). Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, may purchase title insurance.

4. Closing. closing of the sale of the Property (“Closing”) shall take place at the offices of the St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days from the date of this Agreement (“Closing Date”), **TIME BEING OF THE ESSENCE.**

5. Prorations. Any real property taxes shall be prorated on the basis of the 2021 taxes at the highest allowable discount.

6. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) County Deed ("Deed") conveying the fee simple title to the Property;

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

7. Closing Expenses. Buyer shall pay all closing costs associated with this transaction including reimbursement to the Seller for the appraisal.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **James Alvarez and Wendy Alvarez**  
**7569 State Road 207**  
**Elkton, FL 32033**

Seller: **St. Johns County, Florida, a political subdivision**  
**Of the State of Florida**  
**500 San Sebastian View**  
**St. Augustine, Florida 32084**

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

19. 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 a period of 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 unit. (Section 404.056(5), F.S.)

20. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

21. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public

records in the possession of a third party, or an unaffiliated party.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement or its counterparts.

**WITNESSES:**

**BUYER: James Alvarez**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**BUYER: Wendy Alvarez**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**WITNESSES:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**SELLER:**  
**ST. JOHNS COUNTY, FLORIDA**  
A political subdivision of the State of Florida

By: \_\_\_\_\_  
Hunter S. Conrad Date  
County Administrator

Legally Sufficient:  
By: \_\_\_\_\_  
County Attorney

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

Exhibit "A"

(Property description)

Lots 1, 14 & 15, Block A as shown on the Map of Town of Elkton as recorded in Map Book 1 page 154 of the public records of St. Johns County, Florida, less and except any part thereof lying within the right-of-way of State Road 207, as presently established.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

February 16, 2022

**RE:** Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to execute a Purchase and Sale Agreement with James Alvarez and Wendy Alvarez as the highest, responsive, responsible bidder under Bid No. 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033. This notice will remain posted to the St. Johns County Purchasing Division bulletin board until 5:00PM, Wednesday, February 23, 2022.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Greg Lulkoski Procurement Coordinator at [glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date: 2/17/22

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Jessica Getchius, Gail Oliver, Land Management Systems Departmen  
**FROM:** Greg Lulkoski  
**SUBJECT:** Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033  
**DATE:** February 9, 2022

Attached is a copy of the bid proposal received for the above mentioned project along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval \_\_\_\_\_

*Gail Oliver*

Date \_\_\_\_\_

*2/9/2022*

Budget Amount \_\_\_\_\_

Account Funding Title \_\_\_\_\_

Funding Charge Code \_\_\_\_\_

Award to \_\_\_\_\_

*James Alvarez + Wendy Alvarez*

Award Amount \_\_\_\_\_

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** SALE OF REAL PROPERTY LOCATED AT  
4951 STATE ROAD 207, ELKTON, FL 32033

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

**OPENED BY**  
**TABULATED BY**  
**VERIFIED BY**

GREG LULKOSKI  
DIANA FYE  
GREG LULKOSKI

**BID NUMBER** 22-36

**OPENING DATE/TIME** February 9, 2022 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

**POSTING DATE/TIME** FROM 02/09/21 UNTIL 02/14/22  
3:30 PM 3:30 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

PAGE(S) 1 of 1

BIDDERS	Total Lump Sum Bid						
James Alvarez and Wendy Alvarez	\$43,000.00						CHECK

BID AWARD DATE - \_\_\_\_\_

Bid No: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE: 2-7-22

BID PROPOSAL OF

James Alvarez and Wendy Alvarez  
Full Legal Company Name or Individual

7569 State Road 207 Elkton, FL 32033-8146 <sup>(904)</sup>  
Mailing Address Telephone Number ~~Fax Number~~ 6685

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL LUMP SUM BID:

\$ 43,000.00  
Total Lump Sum Bid (Numerical)

forty three thousand and 00/100 /100 Dollars  
Total Lump Sum Bid (Amount written or typed in words)

Bidder shall insert the Total Lump Sum Bid in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Total Lump Sum Bid Price offered in this Bid Proposal must remain firm for a period of ninety (90) days from the Bid opening date.

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount and is deemed to be in the best interest of the County.

During the preparation of the Bid, the following addenda, if any, were received:

No.: <sup>#1</sup> \_\_\_\_\_ Date Received: Jan. 28, 2022

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

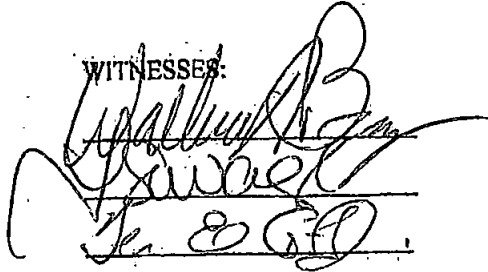
We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above sale of property within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Purchase and Sale Agreement presented by the County.

**BID NO: 21-79**

**WITNESSES:**

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:  
  
\_\_\_\_\_

SEG Companies, LLC  
PRINCIPAL:

NAME OF FIRM:

  
SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

CEO  
TITLE

12453 Veterans Memorial Hwy  
BUSINESS ADDRESS

Douglasville, GA 30134  
CITY STATE

Great Midwest Insurance Company  
SURETY:

Great Midwest Insurance Company  
CORPORATE SURETY

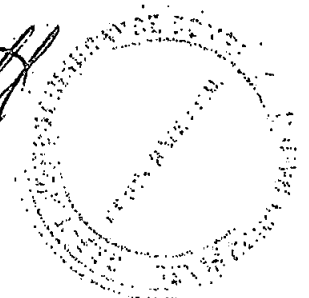
  
ATTORNEY-IN-FACT (AFFIX SEAL)  
Brittany Triplett

3100 Royal Blvd South  
BUSINESS ADDRESS

Alpharetta, GA 30022  
CITY STATE

McGriff Insurance Services, Inc.  
NAME OF LOCAL INSURANCE AGENCY

WITNESS:  
  
\_\_\_\_\_  
Brittany Triplett



Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

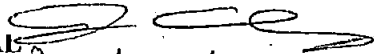
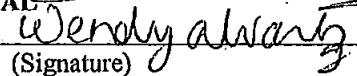
By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_

**INDIVIDUAL**  JAMES ALVAREZ (if applicable)  
Name:  WENDY ALVAREZ  
(Signature) (Name typed or printed) (Title)

Address: 7569 State Road 207 Elkton, FL 32033

Telephone No.: 904 814-6685 Fax No.: N/A

Email Address: J22768A@aol.com

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Affidavit
  - Attachment "B" – Conflict of Interest Disclosure Form
  - Attachment "C" – Non-collusion Certification

Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", , must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal: One (1) original and two (2) copies of all required forms must be submitted.

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**ATTACHMENT "B"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number: **BID # 22-36**

Description: **SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

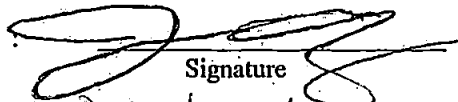


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

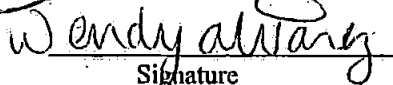
Legal Name of Respondent:

JAMES ALVAREZ AND WENDY ALVAREZ

Authorized Representative(s)

  
Signature

JAMES ALVAREZ  
Print Name/Title

  
Signature

WENDY ALVAREZ  
Print Name/Title

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**ATTACHMENT "A"**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared James Alvarez and Wendy Alvarez who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for **BID No. 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder, or another bidder's proposal. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 4<sup>th</sup> day of February, 2022.  
Signature of Affiant [Signature] Signature of Affiant Wendy Alvarez  
Printed Name of Affiant JAMES ALVAREZ Printed Name of Affiant Wendy Alvarez  
Printed Title of Affiant \_\_\_\_\_  
Full Legal Name of Consultant/Contractor \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of February, 2022 by {insert name and title of Affiant}, who is personally known to me or has produced \_\_\_\_\_ as identification. James Alvarez + Wendy Alvarez



Melanie Morrison  
Notary Public  
My Commission Expires: 2-3-25

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**ATTACHMENT "C"**

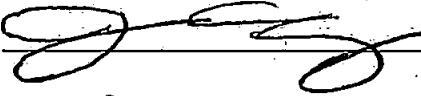
**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): JAMES ALVAREZ AND WENDY ALVAREZ

SIGNATURE:  Wendy Alvarez

TITLE: \_\_\_\_\_

DATE: 2/4/22

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



St. Johns County Board of County Commissioners

Purchasing Division

January 28, 2022

ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: Bld No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid Documents. Each respondent will ascertain before submitting a bid that he/she has received all Addenda, and must return each signed Addendum with their submitted bid as provided in the Bid Document.

Questions/Answers:

1: On page 13, a Federal ID Tax number is asked for; as individual citizens, we do not have one. Does this mean we should put our social security numbers?  
Answer: No, please leave that field blank.

2: On page 14 and 15, it says "TITLE " and "OF THE FIRM OF". We have neither as individuals. How should we handle that?  
Answer: Please leave those fields blank.


3: On page 16, Attachment "C", at the bottom it asks for name of firm/partnership/corporation. Should we just leave that blank and only sign the section above it for Authorized Principals?  
Answer: Yes

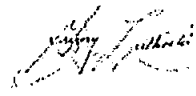
4: On the mailing label for the sealed bid there is a place to fill in who it is being submitted to but it says COMPANY NAME and we are individuals, so is it ok to just write our names there?  
Answer: Yes

**THE SUBMITTAL DUE DATE REMAINS: February 9, 2022, BY OR BEFORE 2:00 P.M.**

Acknowledgment

Sincerely,

 2/4/22  
Signature and Date  
JAMES ALVAREZ Wendy Alvarez  
Printed Name/Title  
Company Name (Print)

  
Greg Lulkoski  
Procurement Coordinator

END OF ADDENDUM NO. 1

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES



898063

Date: 2/04/22

Office: 0018

REMITTER JAMES ALVAREZ AND WENDY ALVAREZ  
7569 S R 207 BLD #22-36 FOR 4951 SR 207

**PAY** EXACTLY \*\*4,000 AND 00/100 DOLLARS

\$4,000.00

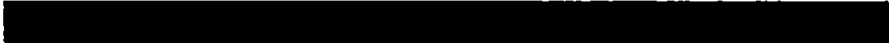
**TO THE ORDER OF** BOARD OF COUNTY COMMISSIONERS ST JOHNS COUNTY

*Melanie Novato* 1907  
AUTHORIZED SIGNATURE

**CASHIER'S CHECK**

IN THE EVENT ANY CASHIER'S CHECK OF THIS BANK IS LOST, STOLEN  
OR DESTROYED, IT WILL NOT BE REPLACED OR REFUNDED BEFORE  
THE EXPIRATION OF 90 DAYS FROM THE DATE OF THE CHECK.

SECURE FEATURES INCLUDE INVISIBLE FIBERS • PRISMATIC PANTOGRAPH • ENDORSEMENT & ARTIFICIAL WATERMARK ON BACKER • BROWNSTAIN CHEMICAL REACTANT





St. Johns County Board of County Commissioners

Purchasing Division

January 28, 2022

**ADDENDUM #1**

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: **Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid Documents. Each respondent will ascertain before submitting a bid that he/she has received all Addenda, and must return each signed Addendum with their submitted bid as provided in the Bid Document.

Questions/Answers:

1: On page 13, a Federal ID Tax number is asked for; as individual citizens, we do not have one. Does this mean we should put our social security numbers?

Answer: No, please leave that field blank.

2: On page 14 and 15, it says "TITLE " and "OF THE FIRM OF". We have neither as individuals. How should we handle that?

Answer: Please leave those fields blank.

3: On page 16, Attachment "C", at the bottom it asks for name of firm/partnership/corporation. Should we just leave that blank and only sign the section above it for Authorized Principals?

Answer: Yes

4: On the mailing label for the sealed bid there is a place to fill in who it is being submitted to but it says COMPANY NAME and we are individuals, so is it ok to just write our names there?

Answer: Yes

**THE SUBMITTAL DUE DATE REMAINS: February 9, 2022, BY OR BEFORE 2:00 P.M.**

Acknowledgment

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

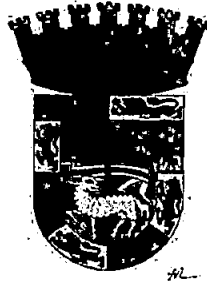
\_\_\_\_\_  
Company Name (Print)

Sincerely,

Greg Lulkoski

Procurement Coordinator

**END OF ADDENDUM NO. 1**



**Board of County Commissioners  
St. Johns County, Florida**

**BID NO: 22-36**

**SALE OF REAL PROPERTY LOCATED AT  
4951 STATE ROAD 207, ELKTON, FL 32033**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
904.209.0150  
[www.sjcf.us/Purchasing/index.aspx](http://www.sjcf.us/Purchasing/index.aspx)**

**Final 1.11.2022**

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT  
4951 STATE ROAD 207, ELKTON, FL 32033**

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**FRONT END BID DOCUMENTS**

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Official County Bid Form  
Attachments:

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- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – Conflict of Interest Disclosure Form
- Attachment "D" – Non-collusion Certification
- Fully Acknowledged Addenda Applicable to this bid

**SPECIFICATIONS**

**EXHIBITS (SEPARATE ATTACHMENTS)**

- EXHIBIT A – AERIAL PHOTOGRAPHS OF PROPERTY
- EXHIBIT B – SAMPLE PURCHASE AND SALES AGREEMENT
- EXHIBIT C – LEGAL DESCRIPTION
- EXHIBIT D – PROPERTY APPRAISAL
- EXHIBIT E – MAP OF SITE

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**FRONT END  
BID DOCUMENT**

## INSTRUCTION TO BIDDERS

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County" or "Owner")

**PROJECT:** Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033

### DEFINITIONS

When the following terms appear in the Bid Documents or Contract Documents, they shall have the following meaning:

Addenda are written or graphic instruments issued by the Purchasing Division prior to the time and date for receiving Bids that modify or interpret the Bid Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bid Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

Bid Documents include the Advertisement/Notice to Bidders, Front End Bid Documents including any issued Addenda, Contract Agreement, Specifications and Plans(if applicable).

Contract A written agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith; he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

### **BID DOCUMENTS**

Bid Documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

### **DESIGNATED POINT OF CONTACT**

The Designated Point of Contact for this Bid is Greg Lulkoski, Procurement Coordinator, St. Johns County Purchasing Division; [glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us).

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more consecutive business days, bidders may contact Leigh A. Daniel, CPPB; Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.**

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Greg Lulkoski, Procurement Coordinator, SJC Purchasing Division, via email to [glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us). Questions are due no later than **five o'clock (5:00 P.M.) on Wednesday, January 26, 2022**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

### **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 22-36 - SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033".

***See Example Below:***

ABC Company, Inc.  
123 Aviles Street  
St. Augustine, FL 32084

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
**BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened. \

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

Any interlineations, alteration or erasure on the Bid Form must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount and is deemed to be in the best interest of the County.

**The basis of award for this bid shall be the highest submitted responsive, responsible Bid Price.**

## **FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Purchase and Sale Agreement between Owner and the successful Bidder where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

## **EXECUTION OF CONTRACT DOCUMENTS**

The awarded Bidder shall return signed copies of the Purchase and Sale Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Purchase and Sale Agreement to the Bidder no later than seven (7) consecutive calendar days after the return of the signed copies from the Bidder.

## **INDEMNITY**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Bidder under workers' compensation acts, disability benefits acts or other employee benefits acts.

## **TERMINATION**

The County reserves the right to terminate the awarded contract for convenience or for cause in accordance with the terms and conditions of agreement.

## **TAXES**

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

## **GOVERNING LAWS & REGULATIONS**

The Bidder shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

## **FORCE MAJEURE**

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

## **LOCAL PREFERENCE**

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible high bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the highest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the high bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the high bid amount. If the Local Bidder agrees to match the high bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the high bid, the County shall consider the non-local high bid for

award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

### **PUBLIC RECORDS**

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Bidder shall comply with all requirements of Florida's public records law. Specifically, if Bidder is expressly authorized, and acts on behalf of the County under this Agreement, Bidder shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Bidder does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County to perform the Services.

If the Bidder transfers all public records to the County upon completion of this Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of this Agreement, the Bidder 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 County's information technology systems.

Failure by the Bidder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**Bid No: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

**DATE:** \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name or Individual

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**TOTAL LUMP SUM BID:**

\$ \_\_\_\_\_  
Total Lump Sum Bid (Numerical)

\_\_\_\_\_/100 Dollars  
Total Lump Sum Bid (Amount written or typed in words)

Bidder shall insert the Total Lump Sum Bid in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Total Lump Sum Bid Price offered in this Bid Proposal must remain firm for a period of ninety (90) days from the Bid opening date.

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount and is deemed to be in the best interest of the County.

During the preparation of the Bid, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above sale of property within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Purchase and Sale Agreement presented by the County.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_

(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Affidavit
  - Attachment "B" – Conflict of Interest Disclosure Form
  - Attachment "C" – Non-collusion Certification

Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", , must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**ATTACHMENT "A"**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for **BID No. 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder, or another bidder's proposal. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by {insert name and title of Affiant}, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**ATTACHMENT "B"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number: **BID # 22-36**

Description: **SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**ATTACHMENT "C"**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **SPECIFICATIONS**

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

St. Johns County is hereby soliciting sealed bids for the 22-36; Sale of Real Property Located at 4951 State Road 207, Elkton, FL 32033.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) and is deemed to be in the best interest of the County.

**DESCRIPTION OF PROPERTY**

Legal Description: Lots 1, 14 & 15, Block A as shown on the Map of Town of Elkton as recorded in Map Book 1 page 154 of the public records of St. Johns County, Florida, less and except any part thereof lying within the right-of-way of State Road 207, as presently established.

Parcel ID: 032460-0001.

**SURVEY**

County will not provide a survey.

**DISCLAIMER / SALE BASIS**

Sale is on an "as is" basis and the County offers no guarantee or warranty expressed or implied as provided in the Contract. All sales are final.

**BUYER'S RESPONSIBILITY**

The sale of the Property is subject to the following factors and these considerations will be a condition of title:

- (a) Successful Buyer shall be responsible for determining if this property will be appropriate for Successful Buyer's needs and intended use before closing. Upon closing, the property shall be deemed suitable for such use.
- (b) Seller does not represent or warrant the condition of the Property, nor whatever improvements may be erected on the Property. Successful Buyer shall be responsible for any land use or zoning changes required for Successful Bidder's intended use, if any.
- (c) Buyer, in addition to the bid amount, will pay the appraiser fee and other closing costs.
- (d) Buyer shall assume all environmental liability relating to the Property and will be required to execute documentation at closing releasing the County from any and all environmental liability.

**BID DEPOSIT GUARANTEE**

Each submitted Bid shall be accompanied by a Bid Deposit Guarantee, in the form of a certified or cashier's check, money order, bank draft, trust company treasurer's check or other non-cancelable instrument made payable to the Board of County Commissioners of St. Johns County, in the amount of **Four Thousand Dollars (\$4,000.00)**.

The successful bidder's guarantee shall be applied toward the price of the property. Deposits of the unsuccessful bidder(s) shall be returned upon contract award by the Board of County Commissioners.

**CONTRACT**

Successful Bidder will be required to execute the Purchase and Sale Agreement substantially similar in form to the one attached hereto within thirty (30) days of the notification of the award.

**SECURITY FORFEITURE**

If within thirty (30) days after notification by County of the award, the successful Bidder refuses or otherwise neglects to execute the required Purchase and Sale Agreement and/or fails to furnish or satisfy any other conditions or requirements of this Bid, the Bidder's Deposit shall be forfeited and the same shall be retained by the County. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the

recovery of his/her/its bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

**CLOSING DATE**

This transaction shall be closed and deed and other closing papers delivered on or before ninety (90) calendar days after the effective date, as defined in the Contract for Sale and Purchase.

**PERMITS AND LICENSES**

The successful Bidder will be responsible for obtaining all required permits and licenses relating to the property.

**PAYMENT TERMS**

The balance of your bid (total minus deposit) shall be paid upon closing of the sale of the property as provided in the Contract. Final payment must be in the form of a cashier's check, certified check, or money order. Checks shall be payable to the Board of County Commissioners of St. Johns County. **NO PERSONAL CHECKS, COMPANY CHECKS, OR CASH WILL BE ACCEPTED.**

**TERMS AND CONDITIONS OF SALE**

The successful Bidder shall pay for State Documentary stamp, recording of deed, and the cost of recording any corrective instruments. At closing, the County will deliver to Buyer a County Deed pursuant to 125.411 Florida Statutes, conveying the Property to Bidder in fee simple, and all other documents necessary for the closing of this transaction. All deeds of conveyance by the County shall convey only the interest of the County in the property covered thereby, and shall not be deemed to warrant the title, or to represent any statement of facts concerning the same.

Closing shall be held at St. Johns County Land Management, 500 San Sebastian View, St. Augustine, Florida 32084, or another closing agent in St. Johns County as designated by the County.


Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat; public utility and other easements of record; any permits to which the Property is subject; taxes and special assessments from the date of closing and subsequent years. Bidder may secure title insurance at his/her/its cost.

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033**

**SEALED BID MAILING LABEL**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed Bid"**

<b>SEALED BID • DO NOT OPEN</b>	
<b>SEALED RFP NO.:</b>	<b>BID NO.: 22-36</b>
<b>BID TITLE:</b>	<b><u>SALE OF REAL PROPERTY LOCATED AT 4951 STATE ROAD 207, ELKTON, FL 32033</u></b>
<b>DUE DATE/TIME:</b>	<b>By 2:00 P.M. – February 9, 2022</b>
<b>SUBMITTED BY:</b>	
	<b>Company Name</b>
	<b>Company Address</b>
	<b>Company Address</b>
<b>DELIVER TO:</b>	<b>St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine FL 32084</b>



**END OF DOCUMENT**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ ("Buyer"), whose address is \_\_\_\_\_ and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Seller").

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing property owned by the Seller and the Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Seller to convey fee simple ownership to the Buyer of the property described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price ("Purchase Price") is \_\_\_\_\_ (\$ \_\_\_\_\_). Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence

(a) Buyer agrees, at his/her sole option and expense, may purchase title insurance.

4. Closing. Closing of the sale of the Property ("Closing") shall take place at the offices of the St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2020 taxes at the highest allowable discount.

6. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer,

Seller shall deliver or cause to be delivered to Buyer the following:

(i) County Deed ("Deed") conveying the fee simple title to the Property;

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

7. Closing Expenses. Buyer shall pay all closing costs associated with this transaction including reimbursement to the Seller for the appraisal.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue

for determination of such disputes shall be in St. Johns County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: BUYER  
ADDRESS LINE 1  
ADDRESS LINE 2

Seller: St. Johns County, Florida, a political subdivision  
Of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparts are properly executed by all named parties.

19. 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 a period of 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 unit. (Section 404.056(5), F.S.)

20. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

21. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the

applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement or its counterparts.

**WITNESSES:**

**BUYER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

**SAMPLE**

**WITNESSES:**

**SELLER:**  
**ST. JOHNS COUNTY, FLORIDA**  
A political subdivision of the State of Florida

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Hunter S. Conrad Date  
County Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

**ATTEST:** Brandon J. Patty, Clerk of the  
Circuit Court & Comptroller

Legally Sufficient:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Attorney

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

**SAMPLE**

Exhibit "A"

(Property description)

The North one-half (N ½) of Lot 8, except the East 100 feet, Block 13, Ravenswood Subdivision, according to Map of New Augustine, dated June, 1918, on file in the Office of the Clerk of the Circuit Court of St. Johns County, Florida.

**SAMPLE**

**BID NO: 22-36; SALE OF REAL PROPERTY LOCATED AT  
4951 STATE ROAD 207, ELKTON, FL 32033**

**Exhibit C – Legal Description**

**Lots 1, 14 & 15, Block A as shown on the Map of Town of Elkton as recorded in Map Book 1 page 154 of the public records of St. Johns County, Florida, less and except any part thereof lying within the right-of-way of State Road 207, as presently established.**