

**Immokalee Fire Control District Real Property Sale**

**INVITATION TO BID**

**For:**

**ITB # 21-9021**

**THE PURCHASE OF REAL PROPERTY AND LEASEBACK**

**LOCATED AT 502 NEW MARKET ROAD E, IMMOKALEE, FLORIDA 34142**

## **SECTION 1 – BACKGROUND & OVERVIEW**

A. **Purpose.** The purpose of this Invitation to Bid (“ITB”) is to provide guidelines, terms, and conditions for the submission of sealed bids to purchase the District-owned surplus property and the leaseback of such property to the District as described in Section 1.C, below.

B. **The District.** The Immokalee Fire Control District (“District”) is an independent special taxing district governed by Chapter 2000-393, Laws of Florida, and Chapters 189 and 191, Florida Statutes (“F.S”), and provides emergency fire rescue services to an approximately 234 square mile area in Collier County, Florida.

C. **Immokalee Fire Control District Real Property Sale and Leaseback.** The District has declared the following parcel in Immokalee, Florida as surplus and is soliciting competitive sealed bids from any individual or entity (“Bidder”) for the purchase of the following parcel located at 502 New Market Road E, Immokalee, Florida, 34142, consisting of approximately 0.91 acres and including a fire station and administrative building totally approximately 29,696 square feet (“Property”), described as follows:

Parcel ID Number: 00120400001

This ITB will be referred to as ITB # 21-9021 Immokalee Fire Control District Real Property Sale and Leaseback.” See the attached legal description for the Property, attached and incorporated as **Exhibit A**.

The sale conditions for the Property are contained in Section 4 of the ITB, with the sample Purchase and Sale Agreement attached as **Exhibit B**. The Bidder that purchases the Property will be required to leaseback the Property to the District for a one (1) year term, with two (2) six (6) months extensions at the District’s sole election,

at a rental rate not to exceed two thousand five hundred dollars (\$2,500.00) per month, with the sample lease attached as **Exhibit C**. The Rent under the lease shall not increase during any extension. Bidder agrees to execute the lease included within this Invitation to Bid (“ITB Documents”) contemporaneously with the execution of the deed. Bidder further understands and agrees that Bidder’s agreement and execution of the lease agreement is a condition precedent to the District’s agreement to execute and deliver the deed to the Bidder.

## **SECTION 2 – TERMS & CONDITIONS**

A. **Delivery Date.** Bidders interested in submitting a bid are instructed to submit one (1) original and four (4) copies of their written, sealed bid in paper format, **no later than September 30, 2021 at 9:00 a.m.** to:

**Immokalee Fire Control District  
Attn: Deputy Chief Tom Cunningham  
502 New Market Road E  
Immokalee, Florida 34142**

Bids may be submitted by U.S. Mail (postage paid), courier services, or by hand delivery. Bids must be identified with the ITB # and ITB title, “ITB #21- 9021, Immokalee Fire Control District Real Property Sale and Leaseback” and “Sealed Bid – Do Not Open” marked on the sealed package. If bids are sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. Bids received after the scheduled closing time for the submission of bids will be returned, unopened.

B. **Bid Format.** One (1) original and four (4) copies of the Bid Form, attached as **Exhibit D**, and all required documents shall be submitted in a three-ring binder, on 8.5" x 11" paper. All sections are to be tabbed and pages clearly numbered. All information furnished must be legible.

C. **Copies of ITB Documents.** Copies of the ITB documents can be obtained at no charge by contacting Deputy Chief Tom Cunningham, at the address above, or via email at [cunningham@immfire.com](mailto:cunningham@immfire.com).

D. **Questions.** Each Bidder shall examine the ITB Documents and shall judge all matters relating to their adequacy and accuracy. Inquires or requests concerning interpretation, clarification, or additional information pertaining to the ITB Documents shall be submitted, in writing, to Deputy Chief Tom Cunningham at the address above or via email at [cunningham@immfire.com](mailto:cunningham@immfire.com). Questions must be submitted no later than **9:00 AM EST on September 15, 2021**, or it will not be considered. The District shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum of the ITB Documents is the only and official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the ITB Documents, the District will post any addenda on the District's website, <https://immfire.com/>. It shall be the responsibility of the Bidder, prior to submitting a bid, to review the District's website to determine if any addenda were issued and to make such addenda part of its bid. Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this ITB, except in writing as provided in this ITB, until the

Notice of Intended Decision is posted and becomes final. Violations of this provision may be ground for rejecting a bid.

E. **Withdrawal of Bid.** Bids may be withdrawn via written notice, signed by the same person who signed the bid, and received by the District at any time prior to the opening of the sealed bid.

F. **Opening of Bids.** All sealed bids meeting the submission deadline will be publicly opened by at least one (1) District employee and witnessed by one (1) District employee at a public meeting at **9:00 AM EST on September 30, 2021**, at 502 New Market Road E, Immokalee, Florida, 34142. Bid tabulation sheets will be completed simultaneously with the opening of the sealed bids. Copies of the tabulation sheets shall be made available, once complete, for inspection and copying by any interested party.

G. **Right to Accept or Reject Bids.** The District reserves the right to reject any and all bids in its sole discretion. Bids that are incomplete, conditional, obscure, or contain additions not contemplated by this ITB or the ITB Documents, may be rejected as nonresponsive at the District's sole discretion. The District does not bind itself to accept the minimum specifications stated in this ITB or the ITB Documents but reserves the right to accept any bid which, in the District's judgment, will best serve the District's needs and interests. The District reserves the right, in its sole discretion, to not grant any award resulting from the ITB's issuance. The District also reserves the right to waive irregularities and technicalities and to re-advertise for additional bids. If there is a discrepancy on the Bid Form between the total amount in written figures and the total amount in written words, the total amount in written words shall be the

Bidder's bid. If awarded, no contract will be formed between the Bidder and the District until the Purchase and Sale Agreement is executed by both parties.

H. **Notice of Intended Decision.** The Notice of Intended Decision will be sent electronically within five (5) business days to the responsible Bidder whose bid is accepted by the District's Board of Fire Commissioners and posted for review by interested parties on the District's website at <https://immfire.com/> and at 502 New Market Road E, Immokalee, Florida, 34142.

I. **Protests.** Bidders are placed on notice of the existence of the District's Procurement Policy within the District's Policy Manual, revised 2017/03/16, and are considered to be on constructive notice of all provisions contained therein. A copy of the District's Policy Manual, revised 2017/03/16, is available at the District's Office at 502 New Market Road E., Immokalee, FL 34142 or on the District's website at <https://immfire.com/>. Bidders acknowledge familiarity with the District's established purchasing procedures. The below procedure applies to resolution of any protest arising from the ITB. Notice of the District decision concerning the award will be electronically posted on the District's website. By submitting a proposal, all Proposers agree to the process for bid protests set forth in this section.

- a. **Notice of Protest/Formal Written Protest.** Any person adversely affected by the ITB, shall file a notice of protest, in writing, seventy-two (72) hours prior to the date and time on which proposals are to be received and shall file a formal written protest within ten (10) days after filing the notice of protest. Any person adversely affected by the District's decision concerning the award, or any person adversely affected by District's decision to reject all proposals, shall file a formal written protest within seventy-two (72) hours after the District's electronic posting of the notice of decision on its website. No time will be added to the above time limits for mail service.
- b. **Contents of Formal Written Protest.** The formal written protest shall be printed or typewritten, and shall contain:

1. The name and address of the person or firm filing the protest and an explanation of how they are adversely affected;
  2. A statement of how and when the competitive solicitation, or notice of the District decision or intended decision was received;
  3. A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
  4. A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;
  5. A demand for relief; and
  6. Any other information material to the protest.
- c. Filing. All notice of protests and formal written protests shall be filed with the District Fire Chief Monday through Friday, excluding holidays, during normal business hours. Filings may be submitted via hand delivery, US Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in this section shall constitute a waiver of all claims.
- d. Stay of Procurement. Upon receipt of a formal written protest which has been timely filed, the ITB award process shall be stayed until the subject of the protest is resolved by final action by the Board, unless the Fire Chief, with the concurrence of the Board of Fire Commissioners, sets forth in writing particular facts and circumstances which require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. Notice that a contract solicitation has been stayed shall be given by either electronic mail or U.S. mail to all bidders.
- e. Resolution of Formal Written Protest. The Fire Chief or his or her designee shall consider and investigate all written protests in a timely manner. The District shall provide an opportunity for the protestor to meet with the Fire Chief, or his or her designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Fire Chief shall certify in writing that there was no resolution. The Fire Chief will make a recommendation to the Board of Fire Commissioners, and the Board of Fire Commissioners will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all proposals, or do something other than what the Fire Chief has recommended.

J. **Contract/Lease.** The contents of the successful Bidder's sealed bid will be incorporated into a written Purchase and Sale Agreement and lease in terms acceptable to the District at its sole discretion. Bidders' failure to accept this information will result in the cancellation of any award. By submitting a Bid, Bidder agrees to all the ITB's and the ITB Documents' terms and conditions, specifically those included in Purchase and Sale Agreement and lease. If the Bidder desires to propose a change to a term or condition of the Purchase and Sale Agreement or lease, the Bidder must submit its request by submitting a question as provided in Section 2.D.

K. **ITB Dates.** The following is a list of key dates:

<b>ITB Issued by the District</b>	<b>September 1, 2021</b>
<b>Questions Submitted to the District</b>	<b>September 15, 2021</b>
<b>Due Date for Sealed Bids</b>	<b>September 30, 2021</b>
<b>Public Opening of Bids and Tabulation</b>	<b>September 30, 2021</b>
<b>Board of Fire Commissioners Meeting</b>	<b>October 21, 2021</b>
<b>Notice of Intended Decision</b>	<b>October 22, 2021</b>
<b>Purchase and Sale Agreement Execution</b>	<b>Within five (5) days of the District sending a Notice of Intended Decision to the responsible Bidder whose bid is accepted the Board</b>

L. **Public Record Availability.** Once opened, all bids will become the District's property and, at the District's sole discretion, may not be returned to the

Bidder. Any documents given to, prepared, or submitted in response to the ITB will be subject to the provisions of the Public Records Act, Chapter 119, F.S. Any Bidder claiming that its proposal contains information that is exempt from Chapter 119, F.S., must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Sealed bids are not subject to the provision of Section 119.07(1), F.S., until the District provides a Notice of Intended Decision or within ten (10) days after the bid opening, whichever is earlier. The ten (10) day period does not include the notice date or the opening date. Any question regarding the application of Chapter 119, F.S., to this ITB or ITB Documents can be directed to the District's public records custodian by telephone at 239-657-2111 or by email at [avalladares@immfire.com](mailto:avalladares@immfire.com).

M. **Public Entity Crimes.** Pursuant to Subsections 287.133(2)(a) and (3)(a), F.S., a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for category two (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendors list. Bidder shall submit with its bid a properly executed and notarized Public Entity Crimes Statement, attached as **Exhibit E**.

N. **Discriminatory Vendor List.** Pursuant to Subsection 287.134(2)(a) and (3)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By submitting a bid, Bidder certifies that it is not on the aforementioned list.

O. **Scrutinized Companies.** Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million (\$1,000,000.00) or more. Bidder may not submit a proposal if it is on the aforementioned lists or if the Bidder is participating in a boycott of Israel. By submitting a bid, Bidder certifies that it is not on the aforementioned lists. The Bidder may not submit a bid if it is on the aforementioned. Any contract awarded pursuant to this ITB may be cancelled by the District if a Bidder is placed on any of the aforementioned lists.

P. **Default; Re-Procurement.** In the event that a Bidder fails to perform pursuant to contract terms and is found to be in default, as determined solely by the District, the District may rebid the sale of the Property. Rebidding may be accomplished by first attempting to contract with the responsible bidder with the bid that includes the second highest purchase price, with the highest purchase price determined by using the purchase price minus the total lease payments for a two (2) year lease based on the Bidder's proposed rent for the Property ("Highest Final Price"). If the District fails to contract with this responsible bidder, it may attempt to contract with the responsible bidder with the bid that includes the third Highest Final Price for the Property. The District may also elect to terminate the ITB and reinstate the ITB process by releasing a new ITB, as may be in its best interest as determined by the Fire Chief. The foregoing provisions do not limit, waive, or exclude in any way the District's remedies against a defaulting Bidder at law or in equity, nor does it require the District to sell the Property.

Q. **Equal Employment Opportunity.** The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such act, notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this ITB, minority business enterprises will be afforded full opportunity to submit bids in response to this ITB and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

R. **Development Cost.** Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a bid for this ITB. All bids should be prepared simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this ITB.

S. **Conflicts of Interest.** The award under this ITB is subject to the provisions of Chapter 112, F.S., as amended, governing conflicts of interest. All Bidders must disclose with their bid the name of any officer, director, or agent who is also a public employee. Further, all Bidders must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in Bidder's firm or any of its branches.

T. **Liability Waivers.** The successful Bidder must complete the Due Diligence Period Liability Waiver and Hold Harmless Agreement ("Waiver") attached as **Exhibit F** in order to enter the Property during the Due Diligence Period.

### **SECTION 3 – BID FORM & CONTENTS**

A. **Cover Letter.** Bidder must include a cover letter signed the individual who will have overall responsibility and accountability for completing the Immokalee Fire Control District Real Property Sale. The cover letter must include:

- a. The Bidder's legal name, address, and telephone number (company, firm, partnership, or individual) and the e-mail address of the Bidder's contract person.
- b. A statement that the Bidder has read and understands this ITB and complies with its requirements.

B. **Bid Form.** The Bidder's bid must include a completed Immokalee Fire Control District Real Property Sale Bid Form, attached as **Exhibit D**.

- a. All blanks on the Bid Form shall be completed in ink and the Bid Form shall be signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. All Bid Documents including prescribed forms shall be completed and submitted with the Bid.
- b. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.
- c. Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- d. A Bid by a limited liability company shall be executed in the name of the company by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- e. A Bid by an individual shall show the Bidder's name and official address.
- f. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- g. All names shall be typed or printed in ink below the signatures. A Bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the Bid of the individual signing. When requested by the District, evidence of the authority of the person signing shall be furnished.
- h. The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.
- i. Postal and email addresses and telephone number for communications regarding the Bid shall be shown.
- j. No alterations in a Bid by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by Bidder; if

initialed, the District may require Bidder to identify any alteration so initialed.

C. **Public Entity Crimes Statement.** Bidder's bid must include a completed Public Entity Crimes Statement, attached **Exhibit E**.

D. **Conflict of Interest.** Bidder's bid must disclose any conflict of interest as required by Section 2.S., if applicable.

E. **Bid Deposit.** Each bid must include a deposit in the amount of ten percent (10%) of the bid amount at the time of bid submission, in U.S. Dollars in the form of a certified check or cashier's check from a financial institution as defined in Section 655.005, F.S., made payable to **Immokalee Fire Control District**. The successful Bidder shall pay all other closing costs, fees, and expenses associated with the transaction.

F. **Liability Waiver.** Bidder's bid must include a completed Due Diligence Period and Liability Waiver and Hold Harmless Agreement, attached as **Exhibit F**.

#### **SECTION 4 – BID FORM & CONTENTS**

A. **Minimum Bid.** There is no minimum bid for the Property.

B. **As-Is.** The Property is offered for sale in "AS IS, WHERE IS CONDITION." No actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given.

C. **Improvements.** The Property contains no improvements.

D. **Purchase and Sale Agreement.** The successful bidder must execute a Purchase and Sale Agreement in the form attached hereto as **Exhibit B** no later than

five (5) days after the District sends electronic Notice of Intended Decision to the responsible Bidder whose bid is accepted by the Board of Fire Commissioners.

E. **Property Appraiser's Value.** The Property holds a current Collier County Property Appraiser's Office Just Value of \$ 454,687.

F. **Closing; Purchase Price.** The successful bidder shall have ninety (90) days from the Effective Date of the Purchase and Sale Agreement to complete the transfer process and pay the remainder of the purchase price and all associated closing costs, fees, and expenses, unless the District's Board of Fire Commissioners authorizes a longer period of time. The District's Notice of Intended Decision will be sent via electronic mail to the successful Bidder. No financing of the Property is permitted; purchase is by cash only.

G. **Retainer of Deposit.** In the event the District accepts a bid and the Bidder fails to close the sale for any reason, the deposit paid herewith shall be retained by the District as consideration for its acceptance of the bid proposal, unless the failure to close was the result of a material breach by the District, or one (1) of the permitted exceptions in the Purchase and Sale Agreement.

H. **Changes to Purchase and Sale Agreement.** Any change to the Purchase and Sale Agreement shall constitute a material variance from the terms and conditions of this ITB and the offer to sell and will not be recommended for approval by the District's Board of Fire Commissioners. In the event the bid proposal is not accepted by the Board, the Purchase and Sale Agreement shall be deemed null and void and of no further force and effect, and the deposit paid shall be returned to the Bidder.

I. **Taxes and Assessments.** Any taxes or special assessments, due and owing, or in the process of collection shall be the liability of the Bidder.

## **SECTION 5 – BID OPENING & AWARD**

A. **Bid Opening.** Timely, responsive bids will be opened and tabulated by at least one (1) District employee and witnessed by at least one (1) other District employee, at a public meeting on **9:00 AM EST on September 30, 2021**, at 502 New Market Road E, Immokalee, FL 34142. Bid tabulation shall be completed simultaneously with the public bid opening.

B. **Award of Bids.** Following the bid opening, the Fire Chief, or his or her designee, shall present to the Board of Commissioners the list of bid in order by submitted purchase price. This will occur during the Board of Commissioners regular meeting scheduled on October 21, 2021 at 6:00 PM at 502 New Market Road E, Immokalee, FL 34142 or 5076 Annunciation Circle, Suite 103, Ave Maria, FL 34142. The District intends that the Property will be sold to the responsible Bidder with the bid that includes the Highest Final Price for the Property unless such bid is otherwise rejected as provided in Section 2.G. The District will electronically notify the responsible Bidder that its bid has been accepted with a Notice of Intended Decision.

## **SECTION 6 – COLLUSION**

By submitting a Bid, the Bidder certifies:

A. The Bidder has not discussed its Bid with other Bidders, has not shared or divulged any information concerning its Bid to any other Bidders, and has not colluded with any other Bidders.

B. The Bidder has made no attempt nor has been attempted or will be attempted by the Bidder to induce any other person, company, partnership or firm to submit or not to submit a Bid to restrict competition.

C. The only person or persons interested in this Bid, or any of the identified principal or principals has any interest in the Bid or the Sale and Purchase Agreement to be entered into; and

D. No person or agency has been employed or retained to solicit or secure this Purchase or Sale Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee.

**EXHIBIT A**  
**Immokalee Fire Control District Real Property Sale and Leaseback**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

All that portion of the following described property lying North of the Northerly line of that Grant of Easement described in O.R. Book 798, Page 592, Public Records of Collier County Florida:

Beginning at the point of the intersection of the Northerly and Easterly Right-of-way lines of Newmarket Road, which point is Northeasterly of Lot 2, Block 56 of the recorded Plat of Newmarket Subdivision as recorded in Plat Book 1, at Page 105 of the Public Records of Collier County, Florida; thence N 88°50'22" E 245.9 feet; thence S 2°10'38" E along the West bank of Airport Canal 460.76 feet to the point of curve; thence along the arc of a curve to the left with a central angle of 88°59' a radius of 45.00 feet and a chord bearing of N 46°40'08" W chord distance of 63.08 feet, an arc distance of 69.89 feet to Point of Tangent; thence S 88°50'22" W 208.17 feet to the Easterly Right-of-Way Line of Newmarket Road; thence N 1°09'38" W along said Right-of-Way Line 415 feet to Point of Beginning. Lying and being in Section 3, Township 47 South, Range 29 East, Collier County, Florida.

**EXHIBIT B**  
**Immokalee Fire Control District Real Property Sale and Leaseback**

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made by and between IMMOKALEE FIRE CONTROL DISTRICT (“District”), 502 New Market Road E, Immokalee, Florida, 34142, and \_\_\_\_\_, having an address of \_\_\_\_\_ (“Buyer”), collectively referred to as the “Parties” and singularly referred to as “Party”, as follows:

1. **Agreement to Sell.** The District agrees to sell, and Buyer agrees to buy, in accordance with this Agreement, the real property that is more particularly described in Exhibit “A,” attached and incorporated herein (the “Property”). The Buyer’s purchase does not include any of the fixtures.

2. **Effective Date.** The effective date of this Agreement shall be the date of execution by the District (“Effective Date”).

3. **Approval.** This Agreement is subject to approval by the District’s Board of Fire Commissioners. If the District’s Board of Fire Commissioners does not approve this Agreement and all of its terms and conditions, the District will notify Buyer in writing and this Agreement shall terminate.

4. **Purchase Price.** The total purchase price for the Property shall be \_\_\_\_\_ (\$\_\_\_\_\_), which shall be paid by Buyer in the following manner:

- a. **Deposit.** Concurrent with the submission of Buyer’s sealed bid, Buyer shall deposit ten percent (10%) of the purchase price in the form of a certified or cashier’s check from a financial institution as defined in Section 655.005, Florida Statutes (“F.S.”), made payable to the District, as earnest money (“Deposit”). In the event this Agreement is terminated in accordance with Paragraphs 7, 11, or 14 or as a result of the District’s default under Paragraph 13, the District shall return the Deposit to the Buyer. If the Buyer fails to close the sale for any reason, the Deposit shall be retained by the District.
- b. **Balance.** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the escrow/title agent designated by the District in accordance with Paragraph 12.

5. **Real Estate Taxes, Easements, Restrictions, and Encumbrances.**

Buyer agrees to take title to the Property subject to any outstanding taxes, special liens, or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions, qualifications, and matters appearing on the plat, restrictive covenants, public utility easements, and all outstanding easements, reservations, or other interests.

6. **Condition of the Property.** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or improvements located thereon, or the fitness of either for any particular use or purpose.

7. **Due Diligence Period.** Buyer will, at Buyer's expense, determine whether the Property is suitable for Buyer's intended use and development within forty-five (45) days from the Agreement's Effective Date ("Due Diligence Period"). Buyer shall complete a Due Diligence Period Liability Waiver and Hold Harmless Agreement before entering the Property and shall provide written notice to the District at least twenty-four (24) hours prior to entering the Property.

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will waive any objection to the suitability of the Property for Buyer's intended use and development and accept the Property in its present "AS IS, WHERE IS CONDITION."
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District shall have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a Certified Boundary Survey in accordance with Chapter 472, F.S., and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the thirty (30) day cure period, Buyer may either terminate this Agreement or proceed to closing in the same manner as if no deficiencies had been found.

c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors, and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations during the Due Diligence Period. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer during the Due Diligence Period. Buyer shall not engage in any activity that could result in a mechanic's lien being filed against the Property.

8. **Evidence of Title.** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period and subject to the same notices and waivers described above. Buyer understands that the District will only convey title by Quit Claim Deed ("Deed") and Buyer agrees that this will not be an objection to title.

9. **Survey.** If Buyer chooses to obtain a survey of the Property, Buyer agrees to provide the District with a certified copy of the survey.

10. **Operation of Property during Agreement Period.** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement's Effective Date and will take no action that would adversely impact the Property.

11. **Risk of Loss.** In the event of any substantial damage to the Property (in excess of \$5,000.00) between the Agreement's Effective Date and the date of closing, the District shall have the option to restore the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete this transaction as originally planned. If these repairs are not completed prior to the closing date, the closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy shall be the right to terminate this Agreement by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment to the purchase price. In the event of any lesser damage (\$5,000.00 or less), the Parties shall proceed to closing as though no damage had occurred.

12. **Closing, Expense, and Escrow/Title Agent.** The Parties shall close the sale no later than ninety (90) days from the Effective Date, unless this Agreement is terminated in accordance with Paragraphs 7, 11, or 14, unless the closing date is extended pursuant to Paragraph 11 or unless the failure to close was the result of the District's material breach. The following are additional details of closing:

- a. **Time and Place.** The date, time, and place of closing shall be set by the District.
- b. **Conveyance.** At closing, the District will deliver to Buyer a fully executed Quit Claim Deed (“Deed”) conveying the Property and improvements in “AS IS, WHERE IS CONDITION,” without warranties or representations. The Buyer shall execute the lease agreement required by Paragraph 18.
- c. **Expenses.** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer’s survey costs, documentary stamp tax on the Deed, recording fees, abstract or title insurance fees, and Buyer’s attorney’s fees. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or the terms of this Agreement.
- d. **Escrow/Title Agent.** The District has designated Mark Geiger at Vantage Point Title, 25400 US 19 N, Suite 135, Clearwater, FL 33763 as the escrow agent for closing. Buyer shall pay any costs charged by such company or agent for this closing service.

13. **Default.** If Buyer fails to close within ninety (90) days from the Agreement’s Effective Date, including executing the lease, the District shall retain the Deposit, this Agreement shall terminate, and the Parties shall be relieved of all rights and obligations within the Agreement. If the District fails to deliver the Deed to Buyer within ninety (90) days from the Effective Date, the District shall return the Deposit, this Agreement shall terminate, and the Parties shall be relieved of all rights and obligations within the Agreement. Notwithstanding the above, neither Party shall be liable under this provision if the closing date is extended pursuant to Paragraph 11.

14. **Termination.** Either Party may terminate this Agreement upon the other Party’s failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. The Parties agree that this Agreement is an executory contract.

- a. **Termination by the District.** This Agreement may be terminated by the District, with or without cause, upon seven (7) days written notice to Buyer. Termination is effective upon the seventh (7<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this Paragraph, if termination is without cause, the District shall return the Deposit to Buyer within ten (10) days of the written notice. In the event the Buyer fails, neglects, defaults, or refuses to perform Buyer’s obligations under this Agreement within the times specified, the District’s

termination will be with cause and the District may elect to recover and retain the Deposit. If, after termination by the District, it is determined that Buyer was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the District and without cause. Any termination is without prejudice to the District's claim for damages.

- b. **Termination by the Buyer.** Buyer must provide the District with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the District defaulted or failed to comply. The District shall have thirty (30) days after receiving the Notice of Termination to remedy the alleged default or failure. If the District does not remedy the alleged default or failure within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate.

15. **Attorney's Fees and Costs.** Except as provided in Paragraph 7(c) and Paragraph 28, in any claim or controversy arising out of or relating to this Agreement, each Party agrees to bear its own attorney's fees and costs up to and including any appellate remedies.

16. **Notices.** All notices will be in writing and may be delivered by mail, overnight courier or personal delivery. The Parties agree to send all written notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Fire Chief. Notice is effective upon receipt.

17. **Successors.** Upon execution of this Agreement by the Parties, this Agreement shall be binding upon and inure to the benefit of the Parties' heirs, successors, and assigns.

18. **Agreement to Lease.** The Buyer will lease to the District the Property upon terms and conditions and for good and valuable consideration as described in a lease agreement executed by the Parties for a term of 1 year, with two (2) six (6) months extension at the District's sole election, commencing on the closing date. The District shall pay \_\_\_\_\_ (\$ \_\_\_\_\_), a month for the payment of rent during the pendency of the lease agreement.

19. **Recording.** Neither this Agreement nor any notice of it may be recorded in any county, by any person.

20. **Assignment.** This Agreement shall not be assigned by the Parties without prior written consent of both Parties.

21. **Time of Essence.** Time is of the essence in the performance of this Agreement.

22. **Amendment.** This Agreement contains the entire agreement and all representations of the Parties. No amendment of this Agreement will be effective unless reduced to writing and signed by the Parties. Notwithstanding the foregoing, the Parties acknowledge that the description of the Property is without the benefit of a current survey. The Parties agree that if, in the opinion of the District, it becomes necessary to amend the Property description to correct errors, or to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Agreement for the Property shall be revised by or at the discretion of the District, and shall be subject to the final approval by the District. Anything to the contrary notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Agreement. In such an event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the Parties.

23. **Electronic/Facsimile Signature.** The District agrees that this Agreement may be executed by Buyer by electronic signature in a manner that complies with Chapter 688, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

24. **Mineral Rights.** Buyer, by execution of this Agreement, requests that all mineral interests owned by the District in the Property be transferred to Buyer as provided in Section 270.11(3), F.S.

25. **Public Records.** Buyer acknowledges that documents relating to this Agreement are subject to the Public Records Act, Chapter 119, F.S. This Paragraph shall survive termination of this Agreement.

26. **Cancellation.** Failure by Buyer to comply with the terms of this Agreement shall be deemed a breach of contract claim against Buyer and shall, at the District's sole and absolute discretion, result in the termination of this Agreement with cause in accordance with Paragraph 14.

27. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

28. **Remedies.** Unless specifically waived by the District, Buyer's failure to timely comply with any obligation of this Agreement shall be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorney's fees and costs through any appeal, due to said breach shall borne by Buyer. Additionally, the District shall not be limited by the language above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of Buyer's obligations shall not be construed as the District's waiver of any of Buyer's other obligations. This Paragraph shall survive termination of this Agreement.

29. **Venue and Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. Venue shall be in Collier County, Florida. This Paragraph shall survive termination of this Agreement.

30. **Severability.** In the event that one (1) or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if said provision had never been contained in it.

31. **Scrutinized Companies.** Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million (\$1,000,000.000) or more. By signing this Agreement, Buyer certifies that it is not currently on either of the aforementioned lists and agrees to notify the District if placement on either list occurs. This Agreement may be cancelled by the District if Buyer is placed on any of the aforementioned lists.

32. **Public Entity Crimes.** Pursuant to Subsections 287.133(2)(a) and (3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for category two (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendors list. Buyer further agrees to notify the District if placement on this list occurs. This Agreement may be cancelled by the District if Buyer placed on any of the forementioned lists.

33. **Agreement Documents.** The documents that comprise the agreement between the Parties (“Agreement Documents”) are attached hereto and made part hereof and consist of the following:

- This Agreement;
- Legal Description of the Property, attached as Exhibit A;
- Bid Form, attached as Exhibit B;
- Public Entity Crimes Statement, attached as Exhibit C;
- Due Diligence Period Liability Waiver, attached as Exhibit D
- Any addenda to the ITB, if applicable, attached as Exhibit E;
- Any written amendments or modifications to this Agreement, Exhibit F.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year set forth below.

**Immokalee Fire Control District**

**Buyer**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

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

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

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Printed Name:

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Date:

## Exhibit A

### LEGAL DESCRIPTION OF REAL PROPERTY

All that portion of the following described property lying North of the Northerly line of that Grant of Easement described in O.R. Book 798, Page 592, Public Records of Collier County Florida:

Beginning at the point of the intersection of the Northerly and Easterly Right-of-way lines of Newmarket Road, which point is Northeasterly of Lot 2, Block 56 of the recorded Plat of Newmarket Subdivision as recorded in Plat Book 1, at Page 105 of the Public Records of Collier County, Florida; thence N 88°50'22" E 245.9 feet; thence S 2°10'38" E along the West bank of Airport Canal 460.76 feet to the point of curve; thence along the arc of a curve to the left with a central angle of 88°59' a radius of 45.00 feet and a chord bearing of N 46°40'08" W chord distance of 63.08 feet, an arc distance of 69.89 feet to Point of Tangent; thence S 88°50'22" W 208.17 feet to the Easterly Right-of-Way Line of Newmarket Road; thence N 1°09'38" W along said Right-of-Way Line 415 feet to Point of Beginning. Lying and being in Section 3, Township 47 South, Range 29 East, Collier County, Florida.

**Exhibit B**

**LEASE**

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of [Closing Date] by and between [Buyer] (hereinafter "Landlord") and **Immokalee Fire Control District** (hereinafter "Tenant").

1. **PREMISES; USE.**

Premises. Landlord and Tenant agree to lease the following described premises (hereafter the "Premises") situated in Collier County, State of Florida:

The Premises are located 502 New Market E. Immokalee, Florida 34142, and consists of approximately 0.91 acres and includes a fire station and administrative building totally approximately 29,696 square feet.

Use. The Landlord acknowledges that prior to the Landlord's purchase of the Premises, the Tenant owned and operated the Premises as a fire station and administrative offices. All such personal property within the Premises prior to the date of this Lease shall remain the property of the Tenant. Tenant agrees to occupy and use the Premises for a fire station, administrative offices, and for incidental business in connection therewith and for no other purpose without obtaining the prior written consent of Landlord.

2. **TERM; RENT.** This lease shall be for a term of one (1) year, commencing on [Closing Date]. Tenant shall have a unilateral right to extend this lease for two (2) six (6) month extensions with the lease terms during any such renewal term being the same as those contained in this lease. Tenant shall notify Landlord sixty (60) days prior to the expiration of the term or renewal term of its election to renew the lease.

Rent shall be \_\_\_\_\_ (\$ \_\_\_\_\_), plus 0.00 percent sales tax, per month for a total of \$ \_\_\_\_\_. **THIS IS A GROSS LEASE; TOTAL IS SHOWN FOR MONTHLY PAYMENTS. CERTIFICATE OF SALES TAX EXEMPTION SHALL BE SUPPLIED TO THE BUYER.**

Tenant shall pay to Landlord at [Buyer's address] (or as otherwise directed in writing by Landlord), the monthly rent per above on the first day of every month for the term.

3. **UTILITIES.** Tenant hereby acknowledges and agrees that it is the Tenant's responsibility to pay promptly, all costs of all utilities serving the Premises and agrees to put all such utilities in its name. Failure of the Tenant to pay any sums under this Section 3 shall entitle Landlord to all default remedies hereunder and by law, as this sum shall be deemed additional rent.

4. **TAXES; ASSESSMENTS.** Landlord shall pay all real estate taxes. Tenant shall pay all sales tax associated with this lease, as well all taxes on the personal property located in the leased premises and owned by Tenant. Tenant shall pay any fines levied by Collier County relative to Tenant's use of the Premises.

5. **LATE CHARGE AND INTEREST ON PAST DUE PAYMENTS.** In the event that any amounts owed by Tenant under this lease are not received by Landlord within ten (10) days of the date due, then Tenant shall pay to Landlord, as additional rent, a late charge of five percent (5%) of the amount due plus interest at the highest rate allowed by law, compounded monthly, on any past due amounts; provided, however, that the interest shall not begin to accrue until seven (7) days after the due dates of any such amounts but when applicable it shall be measured from the date the payment was originally due. Failure of the Tenant to pay any sums under this Section 5 shall entitle Landlord to all rent default remedies hereunder and by law.

6. **SYSTEMS, SYSTEMS EQUIPMENT, AND MAINTENANCE.** Tenant agrees to accept the Premises and all HVAC, plumbing, and electrical systems and systems equipment therein or specifically relating thereto, in its as is and their present state and condition and all costs for upgrading of service, equipment, and/or costs for maintenance and repairs to HVAC, plumbing, and electrical systems for Tenant's leased premises will be at Tenant's sole expense as provided hereunder.

Tenant acknowledges that the exterior of the Premises will be maintained by the Tenant. The interior of the Premises, as well as janitorial maintenance, windows, doors, all mechanical equipment, fixtures (electrical, plumbing, air conditioning) together with all property belonging to Tenant shall be maintained by Tenant at Tenant's sole expense. Should Tenant fail to perform necessary maintenance within a reasonable period of time and in a manner consistent with keeping the premises in good condition, Landlord may arrange to have maintenance performed, and the cost of such maintenance shall be due from Tenant promptly upon demand as additional rent. Tenant's responsibility for electric and water repairs begins at the electric and water meters that service the entirety of the leased Premises.

7. **MODIFICATIONS TO EXTERIOR OF PREMISES; SIGNS.** No alteration, modification, or installation of any fixture, or carrying on of any activity, on the exterior of the Premises shall be permitted to be undertaken by Tenant or its agents. In addition, Tenant shall maintain all windows in a neat condition.

Tenant may continue to have its erected business identification sign(s) and any such business identification signs shall be removed by Tenant at Tenant's expense upon termination of this lease.

8. **MODIFICATIONS TO INTERIOR OF PREMISES.** No permanent or other alteration, addition, or improvement to the interior of the Premises shall be made by Tenant without the written consent of Landlord. Any alteration, addition, or improvement made by Tenant after such consent, and any fixture installed as part thereof, shall upon the expiration or sooner termination of this lease, at the sole option of Landlord, either become Landlord's property or be removed and the Premises restored to their original condition at Tenant's expense. In connection with any such modification or improvements, Tenant shall save and hold Landlord harmless from any material, labor, mechanics, or other liens that may

be placed upon the Premises by reason of any work done on the Premises on behalf of Tenant, or any nonconformance with building code and permit requirements.

9. **COMPLIANCE WITH ALL LAWS, RULES, AND REGULATIONS.** Tenant, with respect to Premises, agrees to properly comply with all laws, rules, and regulations of all federal, state, county, and city governments or any political subdivisions thereof. Tenant further agrees to make no unlawful, improper, or offensive use of the Premises.

10. **INSURANCE.** Tenant shall, at Tenant's cost, be responsible for obtaining such insurance as it may deem advisable for all contents located in the Premises, together with any Tenant improvements to the property.

Tenant shall also keep in full force and effect comprehensive public liability insurance insuring Landlord and Tenant against injury to property, persons or loss of life arising out of use of occupancy of the demised property by any person, with limits per accident of at least \$1,000,000 bodily injury and \$ 100,000.00 property damage. In the event Florida law requires a higher amount, Tenant shall provide such higher limits. To the extent provided by law, Tenant agrees to indemnify and hold harmless Landlord against any and all claims, costs and expenses arising from or in any manner related to the conduct or management of business or other activities conducted by Tenant in the Premises. No provision, term, or condition of this lease will be construed as a waiver by Tenant of any rights provided for by law, including but not limited to Section 768.28, Florida Statutes. This provision shall survive termination of this lease.

Tenant shall provide Landlord with a certificate evidencing insurance including evidence that Tenant's waiver of liability on the part of Landlord does not affect such policy or the right of the insured to recover thereunder. Further, Landlord and Tenant shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Landlord shall furnish a certificate of such insurance to Tenant. Tenant shall repair, at its own expense, all damage to or destruction of any plate or window glass in the Premises, and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the Premises, or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be payable as additional rent.

Tenant shall ensure that Landlord is named as co-insured on all insurance policies; failure to do so shall be deemed a material breach of the terms and conditions of this lease. Certificate of insurance to be provided to Landlord within thirty (30) days of occupancy.

11. **DAMAGE TO LEASED PROPERTY.** Should the Premises be destroyed or so damaged by fire or other casualty, through no fault of the Tenant, during the term of this lease that they shall be rendered wholly or partially unrentable, and Landlord has not repaired or replaced the Premises within ninety (90) days of such damage or destruction, Tenant may, at its option cancel this lease with no further liability to the Parties except to the extent of obligations which have accrued to the date of cancellation. In no event shall

Landlord be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Tenant or belonging to others located in, on or about the Premises. In the event of the occurrence of the aforementioned damage or destruction, Landlord shall have at least thirty (30) days to elect not to repair or replace damaged Premises in the event of such damage or destruction. Unless Landlord has given Tenant notice of election not to repair within that period, the Landlord shall be deemed to have elected to repair, and the rent during that period shall be deemed abated in proportion to the area damaged.

12. **WAIVER OF SUBROGATION.** Landlord shall not be liable for any damage to or destruction of any of Tenant's goods, fixtures, or other property caused by fire or any other form of casualty to the Premises.

13. **SUBORDINATION.** This lease and all rights of Tenant hereunder are subordinated to the liens of any mortgages covering the Premises which are, or shall later be, placed upon the Premises or any additions to it. Tenant agrees to execute and deliver such further instruments subordinating this lease to the lien of such mortgage as shall be desired by any mortgagee. Tenant hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver such instruments. Tenant shall in the event of the sale or assignment of Landlord's interest in the building or in the event of any proceedings brought for the foreclosure of any mortgage covering the building attorn to recognize such purchaser of mortgagee as Landlord under the lease, and in any such events, Landlord name herein shall not thereafter be liable as a party under the lease.

14. **DEFAULT; REMEDIES.** Either Party may terminate this lease upon the other Party's failure to comply with any term or condition of this lease, as long as the terminating Party is not in default of any term or condition of this lease at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this lease shall automatically terminate. However, if the Tenant is terminating the lease without cause in accordance with the provisions of Paragraph 26 herein, the Tenant's Notice of Termination does not need to describe any terms and conditions with which the Landlord has failed to comply. Notwithstanding that above, the Landlord recognizes that the Tenant is building a new fire station and administrative building during the term of this lease, and any extension thereof, and irreparable harm would result to the Tenant if this lease were terminated. As such, should Tenant commence to cure a violation or commence the performance of said provision, covenant, agreement, or condition within said thirty (30) days and thereafter diligently pursue said cure, then such failure shall not be a default so long as the Tenant is diligently pursuing said cure, and so long as said failure is cured in any event within two hundred (200) days after the written notice from the Landlord.

In addition, the initiation by either Party of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or of becoming insolvent, admitting in writing its inability to pay its debts as the debts mature, or making an assignment for the benefit of creditors shall constitute a default entitling either Party to terminate this lease as set forth above. The rights and remedies in this Paragraph are in

addition to any other rights and remedies provided by law or this lease. Unless specifically waived by a Party, the failure to timely comply with any obligation in this lease shall be deemed a breach of this lease and the expenses and costs incurred by a Party, including attorney's fees and costs, and attorney's fees and costs on appeal, due to said breach shall be borne by the Party in breach. Additionally, the Parties shall not be limited in recovery by the terms of this lease but may avail themselves of any and all rights or remedies they may be entitled to under Florida law. A waiver, at any time, by a Party of the other Party's breach of, or default in, any of the terms, provisions, and obligations of this lease will not be construed to be a waiver of any other terms, provisions, and obligations hereof or a waiver of any breach or default other than specifically waived. A Party's failure at any time to compel a fulfillment of any one or more of the terms, provisions, or obligations under this lease will not be construed as a waiver of the Party's right thereafter to enforce any such right. No waiver by any Party will be deemed to have been made unless expressed in writing and signed by such Party.

15. **NOTICES**. Any notices required or permitted to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, addressed as follows: if to Landlord, at the address where the last previous rental hereunder was payable; and if to Tenant, at the Premises, or other such place as Tenant may from time to time designate by notice to Landlord. In the case of personal delivery, notice shall be deemed to occur on the date of actual delivery. In the case of notice by certified or registered mail, notice shall be deemed to occur on the date of posting.

16. **CONDITION OF PREMISES**. Tenant hereby acknowledges that Tenant has examined the Premises and that taking possession of the Premises shall be an acknowledgement by Tenant that the Premises are in good and tenantable condition, and satisfactory to Tenant, at the beginning of the term hereof. Landlord is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein. No agreement relative to any alterations, additions, or improvements, if required by such agreement, shall in any way affect the payment of all rent at the times specified in this lease.

17. **WAIVER**. Waiver by Landlord, either expressed or implied, of any breach of any term or condition herein contained shall not be deemed to be a waiver of any other term or condition. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.

18. **EMINENT DOMAIN**. If the entire premises are taken by eminent domain, this lease shall automatically terminate as of the date of taking and any award of compensation (except to the extent expressly awarded to Tenant) shall belong to Landlord. If a portion of the Premises is taken by eminent domain, Landlord or Tenant shall have the right to terminate this lease by giving written notice thereof to the other Party within ninety (90) days after the date of taking. If a portion of the Premises is taken by eminent domain and this lease is not hereby terminated, Landlord shall, at its expense, restore the remaining portion of the Premises to a rentable condition, if necessary and exclusive of any improvements or other changes made to the Premises by Tenant. In the event of a total taking of the Premises, rent shall abate from the date of taking. In the event of a partial taking, rent shall abate from the date of taking in the proportion that the taken portion of the Premises bears to the entire Premises.

19. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord, assign or sublease this lease. In the event of any such permitted assignment, encumbrance or subletting, Tenant shall remain liable for payment of all rent and other charges provided in this lease and for the performance of all of its covenants and conditions. In the event Landlord agrees to an assignment or sublease, Landlord may charge a reasonable fee, not to exceed \$1,000.00, to help offset any costs Landlord may have in preparing such assignment.

20. **INDEPENDENCE OF COVENANTS.** An allegation by Tenant of Landlord's breach of this lease shall not excuse Tenant's performance of its obligations, monetary and otherwise, under this lease, and Tenant shall not be entitled to any right of set-off so long as the alleged claim has not been reduced to judgment.

21. **QUIET ENJOYMENT; ACCESS TO PREMISES; SURRENDER.** So long as Tenant is not in default hereunder, Tenant shall be entitled to peacefully and quietly enjoy possession of the Premises, and Landlord shall defend Tenant's right to the same in any action brought by any third party at Landlord's cost and expense. Notwithstanding the preceding sentence, Landlord, or its representative, shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting, making repairs, or showing the Premises to prospective tenants within the last three (3) months of the term or any renewal or extension of this lease. Landlord or its representatives shall have access to the Premises provided that such entries shall be accomplished in a manner least likely to interfere with Tenant's business.

On the last day of the term of this lease or upon the earlier termination thereof for any reason, Tenant shall peaceably and quietly surrender the Premises in good order and repair. Tenant agrees that: (a) Landlord shall have access to the Premises at all reasonable times, upon twenty-four (24) hours-notice, for the purpose of performing maintenance work, and (b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the building, and (c) Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by Landlord, and (d) It is expressly understood and agreed by and between Landlord and Tenant that if Tenant shall commence any action or proceeding seeking injunctive, declaratory, or monetary relief in connection with the rights reserved to Landlord under this provision, or if Landlord shall commence any action or proceeding to obtain access to the Premises in accordance with this provision, and if Landlord shall prevail in any such action, then Tenant shall pay to Landlord, as additional rent under this lease, a sum equal to all legal fees, costs, and disbursements incurred by Landlord in any way related to or arising out of such action or proceeding.

22. **HOLDING OVER.** If Tenant shall continue to occupy and remain in the Premises at the expiration of said term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the Parties that in such event such possession by the Tenant shall be considered as a month-to-month tenancy and subject to the same rentals, covenants, and conditions as originally written herein, and no extension of said lease, other than for month-to-month, shall be valid unless expressly stipulated in writing by Landlord. If the Tenant shall hold said Premises or refuse to give possession thereof after the termination of lease by lapse of time or otherwise, and after having received notice to

vacate, then Tenant agrees to pay for each month of such holding as liquidated damages, twice the amount above stipulated as monthly rental, and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of the Tenant's retention of possession.

23. **SECURITY DEPOSIT.** Tenant shall, upon the execution of this lease, deposit with Landlord the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), as security for the faithful performance of all the terms and conditions of this lease, including, but not limited to, the prompt payment of all sums due under this lease and to indemnify Landlord for any loss, costs, fees, or necessary expenses which Landlord may incur as a direct and proximate result of any breach of this lease by Tenant. Landlord shall have the right to apply any or all such security deposit, from time to time, in order to cure any default in the performance of Tenant's obligations under this lease. In the event that Landlord applies any or all of such security deposit to cure any such default prior to the expiration or earlier termination of this lease, Tenant shall promptly replace the amount so applied so that at all times hereunder the security deposit will be maintained at the sum above stated. The amount of such replacement of the security deposit shall be immediately payable as additional rent hereunder. Landlord shall return any remaining portion of such security deposit to Tenant, without interest, within thirty (30) days after the expiration or earlier termination of this lease.

24. **OTHER PROVISIONS.** The following paragraph is inclusive as attached hereto and made a part of this lease.

**"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 Unit. Tenant acknowledges having read the foregoing notification, and has executed this Lease fully aware of the aforementioned conditions.

25. **ENTIRE AGREEMENT; SUCCESSORS.** This agreement contains the entire and only agreement, verbal or otherwise, between the Parties concerning the Premises and shall be binding on the heirs, personal representatives, successors, and assigns, respectively, of each Party. This agreement shall be construed in its entirety. The subject headings of particular sections are for convenience sake and shall not control the construction of the agreement. In the event that any part of this Agreement shall be deemed unenforceable, that part of the agreement shall be relaxed to be construed in a manner most consistent with its original intent, and the rest of the agreement shall remain in full force and effect according to its terms. No modification of this lease shall be enforceable unless the modification is in writing and signed by the party against which enforcement is sought.

26. **NON-APPROPRIATION.** Tenant agrees that during the Term of this lease, it will use its best efforts to obtain appropriations to fund rent. To that end, Tenant shall act diligently and make good faith efforts to obtain the necessary annual funding. If, despite such efforts, Tenant is not able to obtain appropriations to fund rent, this lease will automatically terminate at the end of Tenant's current fiscal year (October 31 of each year) without further obligation or penalty. Tenant shall provide Landlord with notice as soon as it becomes aware that appropriations are not available.

27. **APPLICABLE LAW; VENUE.** This lease shall be construed under the laws of the State of Florida. Venue shall be in Collier County, Florida.

**[Buyer's Name]**

Landlord-

By: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

**Immokalee Fire Control District**

Tenant-

By: \_\_\_\_\_

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

And:

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

---

**OTHER TERMS AND CONDITIONS:**

**This is a gross lease, Landlord to pay Real Estate Taxes.**

\_\_\_\_\_  
Landlord-

\_\_\_\_\_  
Date

---

Tenant- Date

---

Tenant- Date

This Exhibit C of the PSA will be replaced with the Bid Form that was submitted with the bid.

**Exhibit C**

**BID FORM**

I/We,

\_\_\_\_\_,  
("Bidder") of

\_\_\_\_\_,  
submit a bid in the amount of:

\$ \_\_\_\_\_

(Total Amount Written in Figures)

\$ \_\_\_\_\_

(Total Amount Written in Words)

for the following described real property offered for bid by the Immokalee Fire Control District ("District"):

502 New Market Road E, Immokalee, Florida, 34142, consisting of approximately 0.91 acres, and including a fire station and administrative building totally approximately 29,696 square feet ("Property"), described as follows:

Parcel ID Number: 00120400001

The legal description of the real property is included within this Invitation to Bid ("ITB") as Exhibit A ("Property").

A deposit of ten percent (10%) for my/our bid is enclosed in the form of a certified check or a cashier's check payable to the District in the amount of \$ \_\_\_\_\_. (Total Amount Written in Words) ("Deposit").

The monthly rent under the leaseback to the District is in the amount of:

\$ \_\_\_\_\_

(Monthly Rent Written in Figures)

\$ \_\_\_\_\_

(Monthly Rent Written in Words)

The undersigned Bidder proposes and agrees, if this Bid Form is accepted, to enter into a Purchase and Sale Agreement ("Agreement"), attached as Exhibit 1, with the District in the form included with the ITB Documents and to purchase the Property within the times indicated and in accordance with the Agreement's and ITB Documents' terms and conditions, including the execution of a lease with the District for use of the Property.

The undersigned Bidder accepts all the ITB and the ITB Documents' the terms and conditions, including but not limited to, the terms and conditions dealing with the disposition of the Deposit. This bid will remain subject to review and acceptance by the District's Board of Fire Commissioners for one hundred and eighty (180) calendar days after the bid opening, or for a longer period upon the District's request and the Bidder's written agreement.

By submitting this bid, I/we understand that if my/our bid is unsuccessful, my/our deposit will be returned. If my/our bid is successful I/we will be electronically notified and within five (5) days thereafter will enter into a binding Agreement with the District, with a closing sale date of ninety (90) days after approval of the sale price and execution of the Agreement and Lease by the District's Board of Fire Commissioners, unless a longer period is authorized by the Board of Commissioners. At closing, the balance of the bid price shall be payable to the District by wire transfer from a financial institution as defined in Section 655.005, Florida Statutes. If I/we do not remit the balance of my/our bid pursuant to the Agreement's terms and conditions, I/we will forfeit the enclosed Deposit.

In addition, the Bidder certifies that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted as part of any collusive agreement or rules of any group, association, organization or corporation;
- B. The undersigned Bidder has not solicited any other Bidder to submit a false or sham bid;
- C. The undersigned Bidder has not solicited or induced any individual or entity to refrain from completing the Bid Form;
- D. The undersigned Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in completing this Bid Form. For purposes of Paragraph D:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bid process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made to: (a) influence the bid process to the District's detriment, (b) establish bid prices at artificial non-competitive levels, or (c) to deprive the District of benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two (2) or more Bidders, with or without the District's knowledge, for the purpose of establishing bid at artificial, non-competitive levels;
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence his/her participation in the bid process to affect bid prices or the execution of the Agreement; and
  - e. The Bidder is not currently on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott

Israel List, nor has the Bidder been engaged in business operations in Cuba or Syria.

The undersigned Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ (if any).

I/we offer to purchase from the Immokalee Fire Control District the Property at the price stated, in accordance with the ITB and the ITB Documents' terms and conditions and any other terms and conditions included herein. In addition, the price offered, identified above, meets all terms and conditions of the Agreement included with the ITB documents and/or attached hereto, unless otherwise stipulated by exception. This offer is firm for up to one hundred and eighty (180) calendar days.

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_

Printed Name of Bidder

\_\_\_\_\_

Business Name (Name on File with the Internal Revenue Service)

\_\_\_\_\_

Doing Business As (Fictitious Name, if any)

Check One:

Corporation

General Partnership

Limited Partnership

Limited Liability Company

Sole Proprietorship

\_\_\_\_\_

State Registered In:

\_\_\_\_\_

Year:

\_\_\_\_\_

Address:

\_\_\_\_\_

Mailing Address, if different from above:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Facsimile:

---

Email:

This Exhibit D of the PSA will be replaced with the statement that was submitted with the

**Exhibit D**

**PUBLIC ENTITY CRIMES STATEMENT**

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,  
on Public Entity Crimes

THIS STATEMENT MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Immokalee Fire Control District by

\_\_\_\_\_

(Print individual's name and title)

for

\_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

1. I understand that a 'public entity crime' as defined in Paragraph 287.133(1)(g), Florida Statutes ("F.S."), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that 'convicted' or 'conviction' as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an 'affiliate' as defined in Paragraph 287.133(1)(a), F.S., means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a 'person' as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I understand that the submission of this form to the contracting officer for the public entity identified above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO of any change in the information contained in this form.**

BIDDER:

\_\_\_\_\_  
(Signature) (Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of, \_\_\_\_\_ a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed)\_\_\_\_\_

My commission expires \_\_\_\_\_.

(Printed typed or stamped Commissioned name of Notary Public)

This Exhibit E of the PSA will be replaced with the waiver that was submitted with the bid.

**Exhibit E**

**DUE DILIGENCE PERIOD LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT (“WAIVER”)**

I/We, \_\_\_\_\_ (“Bidder”), in accordance with the Invitation to Bid (“ITB”) for the Purchase of Real Property Located at \_\_\_\_\_ (“Property”), and in consideration of, the District grants the Bidder the right to enter the Property during the Due Diligence Period to conduct any tests, analyses, surveys, inspections, and investigations which Bidder deems necessary to determine to Bidder’s satisfaction the suitability of the Property for Bidder’s intended use and development (“Due Diligence Inspections”), Bidder hereby RELEASES, WAIVES, INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS the Immokalee Fire Control District (“District”), along with its officials, Board of Fire Commissioners, employees, officers, contractors, and agents, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Bidder, or to any property belonging to Bidder, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise, while engaged in, arising out of, or related to the Due Diligence Inspections.

Bidder fully understands that no federal, state, or local governmental agency may accompany Bidder onto the Property and that the right to enter the Property to conduct the Due Diligence Inspections is granted only to Bidder, its officials, employees, officers, contractors, and agents. Bidder also fully understands that it may not submit any information or knowledge it gains from completing the Due Diligence Inspections to any federal, state, or local governmental agency, or share any such information or knowledge with third parties, unless it completes the purchase of the Property as contemplated by the Purchase and Sale Agreement.

Bidder also fully understands that any flags or stakes placed on the Property for the purpose of conducting or completing the Due Diligence Inspections must be removed within seventy-two (72) hours of placement.

Bidder is fully aware of the risks and hazards associated with the Due Diligence Inspections of the Property, including the risk of injuries which can cause death, and hereby voluntarily elect to participate in such inspections, knowing that associated activities may be hazardous to Bidder, its officials, employees, officers, contractors, agents, and property. BIDDER VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by it or its officials, employees, contractors, agents, and property as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

Bidder further hereby agrees to INDEMNIFY AND HOLD HARMLESS THE DISTRICT from any loss, liability, damage, or costs, including court costs and attorney’s fees through

any and all appeals, that may incur due to the Due Diligence Inspections WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

It is Bidder's express intent that this Waiver shall bind its successors, heirs, assigns, and personal representatives, if deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the District. Bidder hereby further agrees that this Waiver shall be construed in accordance with the laws of the State of Florida.

In signing this Waiver, Bidder acknowledges that the District is a special district of the State of Florida that enjoys sovereign immunity pursuant to Section 768.28, Florida Statutes. The execution of this Waiver is not a waiver of any sovereign immunity provision provided pursuant thereto, or any other such provision provided by law.

In signing this Waiver, Bidder acknowledges and represents that it has read and understands the foregoing provisions; that it signs this Waiver voluntarily and as its own free act and deed; that no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; that he/she is at least eighteen (18) years of age and fully competent; and that it executes this Waiver for full, adequate, and complete consideration fully intending to be bound by same.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY SUCCESSORS, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE DISTRICT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Date

This Exhibit F of the PSA will be replaced with any issued addenda that was submitted with the bid.

**Exhibit F**

**ADDENDA TO THE INVITATION TO BID (IF ANY)**

**Exhibit G**

**ANY WRITTEN AMENDMENTS OR MODIFICATIONS TO THE PURCHASE AND  
SALE AGREEMENT (IF ANY)**

**EXHIBIT C**  
**Immokalee Fire Control District Real Property Sale and Leaseback**

**LEASE**

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of [Closing Date] by and between [Buyer] (hereinafter "Landlord") and **Immokalee Fire Control District** (hereinafter "Tenant").

2. **PREMISES; USE.**

Premises. Landlord and Tenant agree to lease the following described premises (hereafter the "Premises") situated in Collier County, State of Florida:

The Premises are located 502 New Market E. Immokalee, Florida 34142, and consists of approximately 0.91 acres and includes a fire station and administrative building totally approximately 29,696 square feet.

Use. The Landlord acknowledges that prior to the Landlord's purchase of the Premises, the Tenant owned and operated the Premises as a fire station and administrative offices. All such personal property within the Premises prior to the date of this Lease shall remain the property of the Tenant. Tenant agrees to occupy and use the Premises for a fire station, administrative offices, and for incidental business in connection therewith and for no other purpose without obtaining the prior written consent of Landlord.

2. **TERM; RENT.** This lease shall be for a term of one (1) year, commencing on [Closing Date]. Tenant shall have a unilateral right to extend this lease for two (2) six (6) month extensions with the lease terms during any such renewal term being the same as those contained in this lease. Tenant shall notify Landlord sixty (60) days prior to the expiration of the term or renewal term of its election to renew the lease.

Rent shall be \_\_\_\_\_ (\$ \_\_\_\_\_),  
plus 0.00 percent sales tax, per month for a total of  
\$ \_\_\_\_\_ (\$ \_\_\_\_\_). **THIS IS A GROSS LEASE; TOTAL IS SHOWN FOR MONTHLY PAYMENTS. CERTIFICATE OF SALES TAX EXEMPTION SHALL BE SUPPLIED TO THE BUYER.**

Tenant shall pay to Landlord at [Buyer's address] (or as otherwise directed in writing by Landlord), the monthly rent per above on the first day of every month for the term.

3. **UTILITIES.** Tenant hereby acknowledges and agrees that it is the Tenant's responsibility to pay promptly, all costs of all utilities serving the Premises and agrees to put all such utilities in its name. Failure of the Tenant to pay any sums under this Section 3 shall entitle Landlord to all default remedies hereunder and by law, as this sum shall be deemed additional rent.

4. **TAXES; ASSESSMENTS.** Landlord shall pay all real estate taxes. Tenant shall pay all sales tax associated with this lease, as well all taxes on the personal property located in the leased premises and owned by Tenant. Tenant shall pay any fines levied by Collier County relative to Tenant's use of the Premises.

5. **LATE CHARGE AND INTEREST ON PAST DUE PAYMENTS.** In the event that any amounts owed by Tenant under this lease are not received by Landlord within ten (10) days of the date due, then Tenant shall pay to Landlord, as additional rent, a late charge of five percent (5%) of the amount due plus interest at the highest rate allowed by law, compounded monthly, on any past due amounts; provided, however, that the interest shall not begin to accrue until seven (7) days after the due dates of any such amounts but when applicable it shall be measured from the date the payment was originally due. Failure of the Tenant to pay any sums under this Section 5 shall entitle Landlord to all rent default remedies hereunder and by law.

6. **SYSTEMS, SYSTEMS EQUIPMENT, AND MAINTENANCE.** Tenant agrees to accept the Premises and all HVAC, plumbing, and electrical systems and systems equipment therein or specifically relating thereto, in its as is and their present state and condition and all costs for upgrading of service, equipment, and/or costs for maintenance and repairs to HVAC, plumbing, and electrical systems for Tenant's leased premises will be at Tenant's sole expense as provided hereunder.

Tenant acknowledges that the exterior of the Premises will be maintained by the Tenant. The interior of the Premises, as well as janitorial maintenance, windows, doors, all mechanical equipment, fixtures (electrical, plumbing, air conditioning) together with all property belonging to Tenant shall be maintained by Tenant at Tenant's sole expense. Should Tenant fail to perform necessary maintenance within a reasonable period of time and in a manner consistent with keeping the premises in good condition, Landlord may arrange to have maintenance performed, and the cost of such maintenance shall be due from Tenant promptly upon demand as additional rent. Tenant's responsibility for electric and water repairs begins at the electric and water meters that service the entirety of the leased Premises.

7. **MODIFICATIONS TO EXTERIOR OF PREMISES; SIGNS.** No alteration, modification, or installation of any fixture, or carrying on of any activity, on the exterior of the Premises shall be permitted to be undertaken by Tenant or its agents. In addition, Tenant shall maintain all windows in a neat condition.

Tenant may continue to have its erected business identification sign(s) and any such business identification signs shall be removed by Tenant at Tenant's expense upon termination of this lease.

8. **MODIFICATIONS TO INTERIOR OF PREMISES.** No permanent or other alteration, addition, or improvement to the interior of the Premises shall be made by Tenant without the written consent of Landlord. Any alteration, addition, or improvement made by Tenant after such consent, and any fixture installed as part thereof, shall upon the expiration or sooner termination of this lease, at the sole option of Landlord, either become Landlord's property or be removed and the Premises restored to their original condition at Tenant's expense. In connection with any such modification or improvements, Tenant shall save and hold Landlord harmless from any material, labor, mechanics, or other liens that may

be placed upon the Premises by reason of any work done on the Premises on behalf of Tenant, or any nonconformance with building code and permit requirements.

9. **COMPLIANCE WITH ALL LAWS, RULES, AND REGULATIONS.** Tenant, with respect to Premises, agrees to properly comply with all laws, rules, and regulations of all federal, state, county, and city governments or any political subdivisions thereof. Tenant further agrees to make no unlawful, improper, or offensive use of the Premises.

10. **INSURANCE.** Tenant shall, at Tenant's cost, be responsible for obtaining such insurance as it may deem advisable for all contents located in the Premises, together with any Tenant improvements to the property.

Tenant shall also keep in full force and effect comprehensive public liability insurance insuring Landlord and Tenant against injury to property, persons or loss of life arising out of use of occupancy of the demised property by any person, with limits per accident of at least \$1,000,000 bodily injury and \$ 100,000.00 property damage. In the event Florida law requires a higher amount, Tenant shall provide such higher limits. To the extent provided by law, Tenant agrees to indemnify and hold harmless Landlord against any and all claims, costs and expenses arising from or in any manner related to the conduct or management of business or other activities conducted by Tenant in the Premises. No provision, term, or condition of this lease will be construed as a waiver by Tenant of any rights provided for by law, including but not limited to Section 768.28, Florida Statutes. This provision shall survive termination of this lease.

Tenant shall provide Landlord with a certificate evidencing insurance including evidence that Tenant's waiver of liability on the part of Landlord does not affect such policy or the right of the insured to recover thereunder. Further, Landlord and Tenant shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Landlord shall furnish a certificate of such insurance to Tenant. Tenant shall repair, at its own expense, all damage to or destruction of any plate or window glass in the Premises, and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the Premises, or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be payable as additional rent.

Tenant shall ensure that Landlord is named as co-insured on all insurance policies; failure to do so shall be deemed a material breach of the terms and conditions of this lease. Certificate of insurance to be provided to Landlord within thirty (30) days of occupancy.

11. **DAMAGE TO LEASED PROPERTY.** Should the Premises be destroyed or so damaged by fire or other casualty, through no fault of the Tenant, during the term of this lease that they shall be rendered wholly or partially unrentable, and Landlord has not repaired or replaced the Premises within ninety (90) days of such damage or destruction, Tenant may, at its option cancel this lease with no further liability to the Parties except to the extent of obligations which have accrued to the date of cancellation. In no event shall

Landlord be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Tenant or belonging to others located in, on or about the Premises. In the event of the occurrence of the aforementioned damage or destruction, Landlord shall have at least thirty (30) days to elect not to repair or replace damaged Premises in the event of such damage or destruction. Unless Landlord has given Tenant notice of election not to repair within that period, the Landlord shall be deemed to have elected to repair, and the rent during that period shall be deemed abated in proportion to the area damaged.

12. **WAIVER OF SUBROGATION.** Landlord shall not be liable for any damage to or destruction of any of Tenant's goods, fixtures, or other property caused by fire or any other form of casualty to the Premises.

13. **SUBORDINATION.** This lease and all rights of Tenant hereunder are subordinated to the liens of any mortgages covering the Premises which are, or shall later be, placed upon the Premises or any additions to it. Tenant agrees to execute and deliver such further instruments subordinating this lease to the lien of such mortgage as shall be desired by any mortgagee. Tenant hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver such instruments. Tenant shall in the event of the sale or assignment of Landlord's interest in the building or in the event of any proceedings brought for the foreclosure of any mortgage covering the building attorn to recognize such purchaser of mortgagee as Landlord under the lease, and in any such events, Landlord name herein shall not thereafter be liable as a party under the lease.

14. **DEFAULT; REMEDIES.** Either Party may terminate this lease upon the other Party's failure to comply with any term or condition of this lease, as long as the terminating Party is not in default of any term or condition of this lease at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this lease shall automatically terminate. However, if the Tenant is terminating the lease without cause in accordance with the provisions of Paragraph 26 herein, the Tenant's Notice of Termination does not need to describe any terms and conditions with which the Landlord has failed to comply. Notwithstanding that above, the Landlord recognizes that the Tenant is building a new fire station and administrative building during the term of this lease, and any extension thereof, and irreparable harm would result to the Tenant if this lease were terminated. As such, should Tenant commence to cure a violation or commence the performance of said provision, covenant, agreement, or condition within said thirty (30) days and thereafter diligently pursue said cure, then such failure shall not be a default so long as the Tenant is diligently pursuing said cure, and so long as said failure is cured in any event within two hundred (200) days after the written notice from the Landlord.

In addition, the initiation by either Party of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or of becoming insolvent, admitting in writing its inability to pay its debts as the debts mature, or making an assignment for the benefit of creditors shall constitute a default entitling either Party to terminate this lease as set forth above. The rights and remedies in this Paragraph are in

addition to any other rights and remedies provided by law or this lease. Unless specifically waived by a Party, the failure to timely comply with any obligation in this lease shall be deemed a breach of this lease and the expenses and costs incurred by a Party, including attorney's fees and costs, and attorney's fees and costs on appeal, due to said breach shall be borne by the Party in breach. Additionally, the Parties shall not be limited in recovery by the terms of this lease but may avail themselves of any and all rights or remedies they may be entitled to under Florida law. A waiver, at any time, by a Party of the other Party's breach of, or default in, any of the terms, provisions, and obligations of this lease will not be construed to be a waiver of any other terms, provisions, and obligations hereof or a waiver of any breach or default other than specifically waived. A Party's failure at any time to compel a fulfillment of any one or more of the terms, provisions, or obligations under this lease will not be construed as a waiver of the Party's right thereafter to enforce any such right. No waiver by any Party will be deemed to have been made unless expressed in writing and signed by such Party.

15. **NOTICES**. Any notices required or permitted to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, addressed as follows: if to Landlord, at the address where the last previous rental hereunder was payable; and if to Tenant, at the Premises, or other such place as Tenant may from time to time designate by notice to Landlord. In the case of personal delivery, notice shall be deemed to occur on the date of actual delivery. In the case of notice by certified or registered mail, notice shall be deemed to occur on the date of posting.

16. **CONDITION OF PREMISES**. Tenant hereby acknowledges that Tenant has examined the Premises and that taking possession of the Premises shall be an acknowledgement by Tenant that the Premises are in good and tenantable condition, and satisfactory to Tenant, at the beginning of the term hereof. Landlord is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein. No agreement relative to any alterations, additions, or improvements, if required by such agreement, shall in any way affect the payment of all rent at the times specified in this lease.

17. **WAIVER**. Waiver by Landlord, either expressed or implied, of any breach of any term or condition herein contained shall not be deemed to be a waiver of any other term or condition. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.

18. **EMINENT DOMAIN**. If the entire premises are taken by eminent domain, this lease shall automatically terminate as of the date of taking and any award of compensation (except to the extent expressly awarded to Tenant) shall belong to Landlord. If a portion of the Premises is taken by eminent domain, Landlord or Tenant shall have the right to terminate this lease by giving written notice thereof to the other Party within ninety (90) days after the date of taking. If a portion of the Premises is taken by eminent domain and this lease is not hereby terminated, Landlord shall, at its expense, restore the remaining portion of the Premises to a rentable condition, if necessary and exclusive of any improvements or other changes made to the Premises by Tenant. In the event of a total taking of the Premises, rent shall abate from the date of taking. In the event of a partial taking, rent shall abate from the date of taking in the proportion that the taken portion of the Premises bears to the entire Premises.

19. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord, assign or sublease this lease. In the event of any such permitted assignment, encumbrance or subletting, Tenant shall remain liable for payment of all rent and other charges provided in this lease and for the performance of all of its covenants and conditions. In the event Landlord agrees to an assignment or sublease, Landlord may charge a reasonable fee, not to exceed \$1,000.00, to help offset any costs Landlord may have in preparing such assignment.

20. **INDEPENDENCE OF COVENANTS.** An allegation by Tenant of Landlord's breach of this lease shall not excuse Tenant's performance of its obligations, monetary and otherwise, under this lease, and Tenant shall not be entitled to any right of set-off so long as the alleged claim has not been reduced to judgment.

21. **QUIET ENJOYMENT; ACCESS TO PREMISES; SURRENDER.** So long as Tenant is not in default hereunder, Tenant shall be entitled to peacefully and quietly enjoy possession of the Premises, and Landlord shall defend Tenant's right to the same in any action brought by any third party at Landlord's cost and expense. Notwithstanding the preceding sentence, Landlord, or its representative, shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting, making repairs, or showing the Premises to prospective tenants within the last three (3) months of the term or any renewal or extension of this lease. Landlord or its representatives shall have access to the Premises provided that such entries shall be accomplished in a manner least likely to interfere with Tenant's business.

On the last day of the term of this lease or upon the earlier termination thereof for any reason, Tenant shall peaceably and quietly surrender the Premises in good order and repair. Tenant agrees that: (a) Landlord shall have access to the Premises at all reasonable times, upon twenty-four (24) hours-notice, for the purpose of performing maintenance work, and (b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the building, and (c) Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by Landlord, and (d) It is expressly understood and agreed by and between Landlord and Tenant that if Tenant shall commence any action or proceeding seeking injunctive, declaratory, or monetary relief in connection with the rights reserved to Landlord under this provision, or if Landlord shall commence any action or proceeding to obtain access to the Premises in accordance with this provision, and if Landlord shall prevail in any such action, then Tenant shall pay to Landlord, as additional rent under this lease, a sum equal to all legal fees, costs, and disbursements incurred by Landlord in any way related to or arising out of such action or proceeding.

22. **HOLDING OVER.** If Tenant shall continue to occupy and remain in the Premises at the expiration of said term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the Parties that in such event such possession by the Tenant shall be considered as a month-to-month tenancy and subject to the same rentals, covenants, and conditions as originally written herein, and no extension of said lease, other than for month-to-month, shall be valid unless expressly stipulated in writing by Landlord. If the Tenant shall hold said Premises or refuse to give possession thereof after the termination of lease by lapse of time or otherwise, and after having received notice to

vacate, then Tenant agrees to pay for each month of such holding as liquidated damages, twice the amount above stipulated as monthly rental, and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of the Tenant's retention of possession.

23. **SECURITY DEPOSIT.** Tenant shall, upon the execution of this lease, deposit with Landlord the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), as security for the faithful performance of all the terms and conditions of this lease, including, but not limited to, the prompt payment of all sums due under this lease and to indemnify Landlord for any loss, costs, fees, or necessary expenses which Landlord may incur as a direct and proximate result of any breach of this lease by Tenant. Landlord shall have the right to apply any or all such security deposit, from time to time, in order to cure any default in the performance of Tenant's obligations under this lease. In the event that Landlord applies any or all of such security deposit to cure any such default prior to the expiration or earlier termination of this lease, Tenant shall promptly replace the amount so applied so that at all times hereunder the security deposit will be maintained at the sum above stated. The amount of such replacement of the security deposit shall be immediately payable as additional rent hereunder. Landlord shall return any remaining portion of such security deposit to Tenant, without interest, within thirty (30) days after the expiration or earlier termination of this lease.

24. **OTHER PROVISIONS.** The following paragraph is inclusive as attached hereto and made a part of this lease.

**"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 Unit. Tenant acknowledges having read the foregoing notification, and has executed this Lease fully aware of the aforementioned conditions.

25. **ENTIRE AGREEMENT; SUCCESSORS.** This agreement contains the entire and only agreement, verbal or otherwise, between the Parties concerning the Premises and shall be binding on the heirs, personal representatives, successors, and assigns, respectively, of each Party. This agreement shall be construed in its entirety. The subject headings of particular sections are for convenience sake and shall not control the construction of the agreement. In the event that any part of this Agreement shall be deemed unenforceable, that part of the agreement shall be relaxed to be construed in a manner most consistent with its original intent, and the rest of the agreement shall remain in full force and effect according to its terms. No modification of this lease shall be enforceable unless the modification is in writing and signed by the party against which enforcement is sought.

26. **NON-APPROPRIATION.** Tenant agrees that during the Term of this lease, it will use its best efforts to obtain appropriations to fund rent. To that end, Tenant shall act diligently and make good faith efforts to obtain the necessary annual funding. If, despite such efforts, Tenant is not able to obtain appropriations to fund rent, this lease will automatically terminate at the end of Tenant's current fiscal year (October 31 of each year) without further obligation or penalty. Tenant shall provide Landlord with notice as soon as it becomes aware that appropriations are not available.

27. **APPLICABLE LAW; VENUE.** This lease shall be construed under the laws of the State of Florida. Venue shall be in Collier County, Florida.

**[Buyer's Name]**

Landlord-

By: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

**Immokalee Fire Control District**

Tenant-

By: \_\_\_\_\_

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

And:

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

---

OTHER TERMS AND CONDITIONS:

**This is a gross lease, Landlord to pay Real Estate Taxes.**

\_\_\_\_\_  
Landlord-

\_\_\_\_\_  
Date

Tenant-

Date

---

Tenant-

---

Date

**EXHIBIT D**  
**Immokalee Fire Control District Real Property Sale and Leaseback**

**BID FORM**

I/We,

\_\_\_\_\_  
("Bidder") of

\_\_\_\_\_  
submit a bid in the amount of:

\$ \_\_\_\_\_

(Total Amount Written in Figures)

\$ \_\_\_\_\_

(Total Amount Written in Words)

for the following described real property offered for bid by the Immokalee Fire Control District ("District"):

502 New Market Road E, Immokalee, Florida, 34142, consisting of approximately 0.91 acres, and including a fire station and administrative building totally approximately 29,696 square feet ("Property"), described as follows:

Parcel ID Number: 00120400001

The legal description of the real property is included within this Invitation to Bid ("ITB") as Exhibit A ("Property").

A deposit of ten percent (10%) for my/our bid is enclosed in the form of a certified check or a cashier's check payable to the District in the amount of \$\_\_\_\_\_. (Total Amount Written in Words) ("Deposit").

The monthly rent under the leaseback to the District is in the amount of:

\$ \_\_\_\_\_

(Monthly Rent Written in Figures)

\$ \_\_\_\_\_

(Monthly Rent Written in Words)

The undersigned Bidder proposes and agrees, if this Bid Form is accepted, to enter into a Purchase and Sale Agreement ("Agreement"), attached as Exhibit 1, with the District in the form included with the ITB Documents and to purchase the Property within the times indicated and in accordance with the Agreement's and ITB Documents' terms and conditions, including the execution of a lease with the District for use of the Property.

The undersigned Bidder accepts all the ITB and the ITB Documents' the terms and conditions, including but not limited to, the terms and conditions dealing with the disposition of the Deposit. This bid will remain subject to review and acceptance by the District's Board of Fire Commissioners for one hundred and eighty (180) calendar days after the bid opening, or for a longer period upon the District's request and the Bidder's written agreement.

By submitting this bid, I/we understand that if my/our bid is unsuccessful, my/our deposit will be returned. If my/our bid is successful I/we will be electronically notified and within five (5) days thereafter will enter into a binding Agreement with the District, with a closing sale date of ninety (90) days after approval of the sale price and execution of the Agreement and Lease by the District's Board of Fire Commissioners, unless a longer period is authorized by the Board of Commissioners. At closing, the balance of the bid price shall be payable to the District by wire transfer from a financial institution as defined in Section 655.005, Florida Statutes. If I/we do not remit the balance of my/our bid pursuant to the Agreement's terms and conditions, I/we will forfeit the enclosed Deposit.

In addition, the Bidder certifies that:

- E. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted as part of any collusive agreement or rules of any group, association, organization or corporation;
- F. The undersigned Bidder has not solicited any other Bidder to submit a false or sham bid;
- G. The undersigned Bidder has not solicited or induced any individual or entity to refrain from completing the Bid Form;
- H. The undersigned Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in completing this Bid Form. For purposes of Paragraph D:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bid process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made to: (a) influence the bid process to the District's detriment, (b) establish bid prices at artificial non-competitive levels, or (c) to deprive the District of benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two (2) or more Bidders, with or without the District's knowledge, for the purpose of establishing bid at artificial, non-competitive levels;
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence his/her participation in the bid process to affect bid prices or the execution of the Agreement; and
  - e. The Bidder is not currently on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott

Israel List, nor has the Bidder been engaged in business operations in Cuba or Syria.

The undersigned Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ (if any).

I/we offer to purchase from the Immokalee Fire Control District the Property at the price stated, in accordance with the ITB and the ITB Documents' terms and conditions and any other terms and conditions included herein. In addition, the price offered, identified above, meets all terms and conditions of the Agreement included with the ITB documents and/or attached hereto, unless otherwise stipulated by exception. This offer is firm for up to one hundred and eighty (180) calendar days.

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_

Printed Name of Bidder

\_\_\_\_\_

Business Name (Name on File with the Internal Revenue Service)

\_\_\_\_\_

Doing Business As (Fictitious Name, if any)

Check One:

Corporation

General Partnership

Limited Partnership

Limited Liability Company

Sole Proprietorship

State Registered In:

Year:

\_\_\_\_\_

Address:

\_\_\_\_\_

Mailing Address, if different from above:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Facsimile:

---

Email:

**EXHIBIT E**  
**Immokalee Fire Control District Real Property Sale and Leaseback**

**PUBLIC ENTITY CRIMES STATEMENT**

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,  
on Public Entity Crimes

THIS STATEMENT MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Immokalee Fire Control District by

\_\_\_\_\_

(Print individual's name and title)

for

\_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

6. I understand that a 'public entity crime' as defined in Paragraph 287.133(1)(g), Florida Statutes ("F.S."), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
7. I understand that 'convicted' or 'conviction' as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

8. I understand that an 'affiliate' as defined in Paragraph 287.133(1)(a), F.S., means:
- c. A predecessor or successor of a person convicted of a public entity crime; or
  - d. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
9. I understand that a 'person' as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
10. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent

proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I understand that the submission of this form to the contracting officer for the public entity identified above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO of any change in the information contained in this form.**

BIDDER:

\_\_\_\_\_  
(Signature) (Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of, \_\_\_\_\_ a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed)\_\_\_\_\_

My commission expires \_\_\_\_\_.

(Printed typed or stamped Commissioned name of Notary Public)

**EXHIBIT F**  
**Immokalee Fire Control District Property Sale and Leaseback**

**DUE DILIGENCE PERIOD LIABILITY WAIVER AND HOLD HARMLESS  
AGREEMENT (“WAIVER”)**

I/We, \_\_\_\_\_ (“Bidder”), in accordance with the Invitation to Bid (“ITB”) for the Purchase of Real Property Located at \_\_\_\_\_ (“Property”), and in consideration of, the District grants the Bidder the right to enter the Property during the Due Diligence Period to conduct any tests, analyses, surveys, inspections, and investigations which Bidder deems necessary to determine to Bidder’s satisfaction the suitability of the Property for Bidder’s intended use and development (“Due Diligence Inspections”), Bidder hereby RELEASES, WAIVES, INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS the Immokalee Fire Control District (“District”), along with its officials, Board of Fire Commissioners, employees, officers, contractors, and agents, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Bidder, or to any property belonging to Bidder, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise, while engaged in, arising out of, or related to the Due Diligence Inspections.

Bidder fully understands that no federal, state, or local governmental agency may accompany Bidder onto the Property and that the right to enter the Property to conduct the Due Diligence Inspections is granted only to Bidder, its officials, employees, officers, contractors, and agents. Bidder also fully understands that it may not submit any information or knowledge it gains from completing the Due Diligence Inspections to any federal, state, or local governmental agency, or share any such information or knowledge with third parties, unless it completes the purchase of the Property as contemplated by the Purchase and Sale Agreement.

Bidder also fully understands that any flags or stakes placed on the Property for the purpose of conducting or completing the Due Diligence Inspections must be removed within seventy-two (72) hours of placement.

Bidder is fully aware of the risks and hazards associated with the Due Diligence Inspections of the Property, including the risk of injuries which can cause death, and hereby voluntarily elect to participate in such inspections, knowing that associated activities may be hazardous to Bidder, its officials, employees, officers, contractors, agents, and property. BIDDER VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by it or its officials, employees, contractors, agents, and property as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

Bidder further hereby agrees to INDEMNIFY AND HOLD HARMLESS THE DISTRICT from any loss, liability, damage, or costs, including court costs and attorney's fees through any and all appeals, that may incur due to the Due Diligence Inspections WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

It is Bidder's express intent that this Waiver shall bind its successors, heirs, assigns, and personal representatives, if deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the District. Bidder hereby further agrees that this Waiver shall be construed in accordance with the laws of the State of Florida.

In signing this Waiver, Bidder acknowledges that the District is a special district of the State of Florida that enjoys sovereign immunity pursuant to Section 768.28, Florida Statutes. The execution of this Waiver is not a waiver of any sovereign immunity provision provided pursuant thereto, or any other such provision provided by law.

In signing this Waiver, Bidder acknowledges and represents that it has read and understands the foregoing provisions; that it signs this Waiver voluntarily and as its own free act and deed; that no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; that he/she is at least eighteen (18) years of age and fully competent; and that it executes this Waiver for full, adequate, and complete consideration fully intending to be bound by same.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY SUCCESSORS, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE DISTRICT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Date