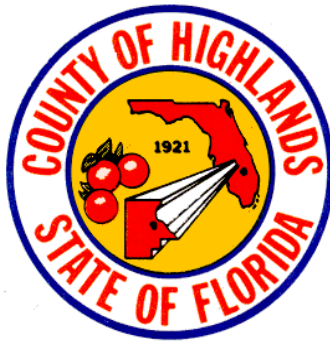


HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Division

SALE OF COUNTY OWNED PROPERTY

Invitation to Bid 20-001 APL
Properties in Avon Park Lakes



October 2019

Contents

INVITATION TO BID ("ITB").....	3
SECTION I. - GENERAL TERMS AND CONDITIONS	4
SECTION II. - THE COUNTY'S RESERVATION OF RIGHTS	5
SECTION III. - ADDITIONAL TERMS AND CONDITIONS.....	6
SECTION IV. - GENERAL SPECIFICATIONS	7
SECTION V. - PROPERTY LOCATION	8
SECTION VI. - FORMS.....	9
SECTION VII. – SELECTION PROCESS	12
SECTION VIII. – CONTINGENT FEES PROHIBITED	12
SECTION IX. – TENTATIVE SCHEDULE	12
SECTION X. – ITB CONTRACT INFORMATION.....	12
SECTION XI. – REQUEST FOR INFORMATION (RFI) CUT-OFF	13

INVITATION TO BID ("ITB")

The Board of County Commissioners of Highlands County, Florida ("County") will receive sealed Bids in the Highlands County Purchasing Division ("Purchasing Division") for:

ITB NO. 20-001 SALE OF COUNTY OWNED PROPERTY (Avon Park Lakes)

Specifications may be obtained by downloading from our website: www.hcbcc.net, or by contacting: Jamee Soto, Purchasing Agent; 600 S. Commerce Ave, Sebring, Florida 33870-3809, Phone: 863-402-6526 or E Mail: jasoto@hcbcc.org.

A PRE-BID meeting will not be held for this solicitation.

Each submittal shall include one (1) original and one (1) exact copy of the BID submission packet.

BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave, Sebring, Florida 33870-3809 so as to reach said office no later than 3:00 p.m. on Friday, November 15, 2019, at which time they will be opened. The Public is invited to attend this meeting. Bid envelopes must be sealed and marked with the Bid number and name so as to identify the enclosed Bid. Bids received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of Bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Bid opening.

The Board's Local Preference Policy ("Local Preference Policy") and Women/Minority Business Enterprise Preference Policy (W/MBE) will NOT apply to the award of this ITB.

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Bid. The County reserves the right to waive irregularities in the Bid.

The Board, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL at www.hcbcc.net

SECTION I. - GENERAL TERMS AND CONDITIONS

- A. For purposes of this ITB, the following terms are defined as follows:
Bidder means the person or entity submitting a Bid in response to this ITB.
- B. All Bids shall become the property of the County.
- C. Bids are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- E. Bidders, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section X. of this ITB for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- G. All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- H. Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- J. Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- K. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.

- L. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- M. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- N. If submitting a Bid for more than one ITB, each Bid must be in a separate envelope and correctly marked. Only one Bid per ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- O. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- P. Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- Q. Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- R. The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- S. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- T. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- U. Attached to this ITB is a County Sale and Purchase Agreement, the terms of which are incorporated herein by reference and are therefore included as part of general terms and conditions of this ITB.
- V. Submission of a Bid in response to this ITB will be deemed acceptance of the terms of this ITB, including the provisions of the County Sale and Purchase Agreement and agreement to submit the required deposit and a fully executed County Sale and Purchase Agreement within the time period stated in this ITB.

SECTION II. - THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- F. If the County believes that collusion exists among Bidders, all Bids will be rejected.

SECTION III. - ADDITIONAL TERMS AND CONDITIONS

- A. **ADDENDUMS:** In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on vendorregistry.com. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- B. **AFFIRMATION:** By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Bidders must disclose the name of any officer, director or agent of the Bidder or the Bidder's organization, who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- D. **MISUNDERSTANDINGS:** The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform

as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.

SECTION IV. - GENERAL SPECIFICATIONS

- A. PURPOSE: The Board hereby gives notice that the identified property is in excess of the County's needs and Offers will be considered from potential buyers for the sales of the identified property.

This ITB is not seeking an agent to represent the County in the offering for sale of this property and no agent shall receive payment, fees, etc., from the accepted prices to be paid for the parcel(s).

- B. MANDATORY PRE-BID MEETING: A Mandatory Pre-Bid Meeting will not be held for this ITB.

- C. BID DUE DATE AND LOCATION: 3:00 p.m. on Friday, November 15, 2019, at the Highlands County BOCC Purchasing Division located at 600 S. Commerce Ave, Sebring, FL 33870-3809.

- D. OFFER: A minimum selling price has been established for the sale of this property. The Award, if an Award is made, will be to the highest bidder whose Offer exceeds the minimum selling price.

All Offers must be submitted on the Bid Submittal Form, included as part of this ITB.

- E. DEPOSIT: The Awarded bidder will be required to provide, to the County, a non-refundable deposit equal to ten percent (10%) of the Offer price and a fully executed County Sale and Purchase Agreement within five (5) business days of notification of being Awarded the Bid. Closing of the sale must be completed within ninety (90) days of Notification of Award.

- F. WARRANTY: The property is being sold "As Is – Where Is". The County will convey its interest, if any, in property by County Deed pursuant to Section 125.11, Florida Statutes.

SECTION V. - PROPERTY LOCATION

Parcel Identification	Property Address
C-01-33-28-010-0000-1756	2011 W Falcon Road, Avon Park
C-01-33-28-010-0000-1778	2720 N Seneca Drive, Avon Park
C-01-33-28-010-0000-2147	2070 W Falcon Road, Avon Park
C-01-33-28-010-0000-2525	2483 N Touchton Road, Avon Park
C-01-33-28-010-0001-0952	3033 W Woodbridge Road, Avon Park
C-01-33-28-010-0001-2024	2195 W Nassau Road, Avon Park
C-01-33-28-010-0001-2326	413 N Walker Road, Avon Park
C-01-33-28-010-0001-3011	1728 W Kelson Road, Avon Park
C-01-33-28-010-0001-3379	1675 W Batavia Road, Avon Park
C-01-33-28-010-0001-3453	1639 W Taunton Road, Avon Park
C-01-33-28-010-0001-3869	1751 N Crocus Road, Avon Park
C-01-33-28-010-0001-3905	1919 Hartman Road, Avon Park

SECTION VI. - FORMS

REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
BID SUBMITTAL FORM
ITB 20-001 – SALE OF COUNTY OWNED PROPERTY**

Parcel ID	Address	Minimum Bid	Offer	Offer in Words
C-01-33-28-010-0000-1756	2011 W Falcon Rd	\$ 3,037.50		
C-01-33-28-010-0000-1778	2720 N Seneca Dr	\$ 2,700.00		
C-01-33-28-010-0000-2147	2070 W Falcon Rd	\$ 2,160.00		
C-01-33-28-010-0000-2525	2483 N Touchton Rd	\$ 2,160.00		
C-01-33-28-010-0001-0952	3033 W Woodbridge Rd	\$ 2,289.60		
C-01-33-28-010-0001-2024	2195 W Nassau Rd	\$ 2,160.00		
C-01-33-28-010-0001-2326	413 N Walker Rd	\$ 2,025.00		
C-01-33-28-010-0001-3011	1728 W Kelson Rd	\$ 2,160.00		
C-01-33-28-010-0001-3379	1675 W Batavia Rd	\$ 2,700.00		
C-01-33-28-010-0001-3453	1639 W Taunton Rd	\$ 2,700.00		
C-01-33-28-010-0001-3869	1751 N Crocus Rd	\$ 2,289.60		
C-01-33-28-010-0001-3905	1919 Hartman Rd	\$ 2,862.00		

In submitting this Bid, Bidder represents that:

- Bidder has examined and carefully studied this ITB and the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number

This Bid is genuine and not made in the interest of or on behalf of any undisclosed

person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

Required Information:	Please Complete:
Bidders Name (Signature)	
Bidders Name (Printed)	
Bidders Address 1	
Bidders Address 2	
Bidders Email Address	
Bidders Phone Number	
Name County Deed to be Issued to (exact name)	
Bid Submitted on (Date)	

SECTION VII. – SELECTION PROCESS

The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. It is the County's intent to award all responsive and responsible Bidders. If Bidder does not deliver the deposit or close in the time specified, the County may offer the sale to the next highest Bidder, whose Offer exceeds the minimum selling price, and so on.

SECTION VIII. – CONTINGENT FEES PROHIBITED

Each Bidder must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION IX. – TENTATIVE SCHEDULE

DATE	TIME	EVENT
Sunday, October 13, 2019	NA	First Advertisement
Sunday, October 20, 2019	NA	Second Advertisement
Friday, October 25, 2019	5:00 p.m.	Deadline to submit questions (RFI's)
Friday, November 15, 2019	3:00 p.m.	Bid due date and opening
Friday, November 15, 2019	By 11:59 p.m.	Notice of intent posted
Friday, November 22, 2019	4:00 p.m.	Deposit Due (within 5 business days of Notice)
Tuesday, December 3, 2019	NA	Bid presented to BOCC for approval (no less than 14 days after Notice)
Thursday, February 13, 2020	4:00 p.m.	Closing Completed (within 90 days of Notice)

SECTION X. – ITB CONTRACT INFORMATION

All questions during the ITB process regarding this ITB and the details of the services to be performed shall be submitted by Bidders in writing to:

Ms. Tasha Morgan, 600 South Commerce Avenue, Sebring, FL 33870-3809

Phone: (863) 402-6834; Email: tmorgan@hcbcc.org

SECTION XI. – REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5:00 P.M. EST on Friday, October 25, 2019 to the person identified in Section X of this ITB. The County shall release responses by 5:00 P.M. EST on Monday, October 28, 2019.

HIGHLANDS COUNTY SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2019, by and between the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereafter referred to as the "Seller") and _____ (hereafter referred to as the "Buyer") (Seller and Buyer herein are collectively referred to as "Parties").

RECITALS

WHEREAS, the Seller owns that certain real property located at _____, in the city of _____, County of Highlands, Florida, and more particularly described in **Exhibit A**, which is incorporated herein as if fully set forth, which has been authorized for disposal pursuant to Section 125.35, Florida Statutes, and County Ordinance 16-17-08; and

WHEREAS, Buyer has submitted an offer to purchase that real property (hereinafter referred to as "Offer" or "Purchase Price"), deemed most acceptable to the Seller, from multiple offers received in response to the Seller's Invitation to Bid 20-001.

WHEREAS, the Buyer has responded and agreed to the terms of Seller's Invitation to Bid No. 20-001, including the terms of this Agreement, which were incorporated into and attached as part of the Seller's Invitation to Bid,

WHEREAS, the Seller's Invitation to Bid 20-001 is similarly incorporated into this Agreement

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the Sale and Purchase as follows:

ARTICLE 1 - AGREEMENT TO SELL AND CONVEY. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, that certain real property, being more particularly described under the Highlands County Property Appraiser's Parcel Number _____, and consisting of the legal description described therein and attached hereto as Exhibit A, including Seller's rights in and to all easements, if any, benefiting the land (with the exclusion of any easements which have been dedicated to the public and accepted by the Seller), and all improvements, subject to the terms and conditions set forth in this Agreement, (hereinafter collectively referred to as "Property". Buyer agrees that Seller shall have sole discretion in determining whether any easements benefitting the land have been dedicated to the public and accepted by the Seller.

ARTICLE 2 - PURCHASE PRICE. The total purchase price to be paid by Buyer to Seller for Property shall be _____ dollars (\$_____). Payment shall be made in the form of a cashier's check or money order.

ARTICLE 3 - DEPOSIT PAYMENT; ESCROW AGENT. Concurrent with the execution of this Agreement by the Buyer and as consideration for this Agreement, Buyer shall deliver Buyer's Bid Deposit in the form of a cashier's check or money order, in the amount of _____ DOLLARS (\$_____), which is ten percent (10%) of the Buyer's Offer, to the Highlands County Board of County Commissioners, 600 South Commerce Avenue, Sebring, Florida 33825. The Highlands County Clerk of Court will serve as the Escrow Agent for the funds deposited as part of the transactions pertaining to this Agreement. Upon the Seller's execution of this Agreement, the Buyer's total Bid Deposit shall be non-refundable, except upon Seller's termination or breach of this Agreement or upon Buyer's exercise of Buyer's right to terminate this Agreement in accordance with the terms of this Agreement. The total of Buyer's Bid Deposit will be applied to the Purchase Price at the close of escrow.

ARTICLE 4 - ESCROW PROCEDURE. The Escrow Agent will hold the Bid Deposit in a non-interest bearing account and shall disperse the same only in accordance with the terms and conditions of this Agreement. In the event of a termination of this Agreement or a default under this Agreement, the Bid Deposit shall be delivered or disbursed by Escrow Agent as provided in this Agreement. If either party shall declare the other party in default under this Agreement and such party makes demand (the "Demand") upon Escrow Agent for possession of the Deposit, said party must provide the other party with a copy of such Demand made upon Escrow Agent including Demands for the Deposit made by Buyer prior to the expiration of a permitted Feasibility Study Period. Escrow Agent shall not disburse the Deposit in accordance with the Demand until the demanding party delivers to Escrow Agent evidence (e.g., returned receipt from U.S. Postal Service) of the other party's receipt of the Demand and Escrow Agent has not received written objection to such demand within the five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between Buyer and Seller or if any conflicting demands shall be timely made upon Escrow Agent or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto., or Escrow Agent may transfer such funds to another account within the Clerk of the Circuit Court of Highlands County, Florida, pursuant to interpleader procedure, whereupon after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, Escrow Agent's role as an escrow agent for the purposes of this Agreement shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow.

Buyer hereby agrees to indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including without limitation, costs of investigation and legal counsel fees which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder and including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof.

ARTICLE 5 - CONDITIONS OF SALE.

5.1. The date upon which the Seller executes this Agreement shall constitute the commencement of the escrow period, during which the Buyer will complete the purchase of the Property and close escrow. Escrow shall close on

_____ unless otherwise agreed in writing between Parties.
Title to the Property shall pass immediately upon close of escrow.

- 5.2 Buyer shall pay all recording fees, documentary transfer taxes, and any other costs connected with the closing of this transaction.
- 5.3 BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION. BUYER ACKNOWLEDGES THAT SELLER IS A GOVERNMENTAL ENTITY THAT HAS RECEIVED THE PROPERTY THROUGH, GIFT, DONATION, OR THE ESCHEATMENT PROCESS AND SELLER HAS NOT INSPECTED, NOR IS SELLER FAMILIAR WITH THE PHYSICAL CONDITION OR LEGAL TITLE TO THE PROPERTY. FURTHER, BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY MIGHT BE SUBJECT TO TAX CERTIFICATES, OR OTHER FINANCIAL INTERESTS AND THAT BUYER SHALL CONDUCT BUYER'S DUE DILIGENCE TO ASCERTAIN ANY FINANCIAL INTERESTS OR POSSESSORY INTERESTS TO WHICH THE PROPERTY MIGHT BE SUBJECT.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER WILL SELL AND BUYER WILL PURCHASE THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS, AND THAT BUYER, HAS BEEN GIVEN THE OPPORTUNITY PRIOR TO EXECUTION OF THIS AGREEMENT TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

- A. THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF THE PROPERTY INCLUDING SOILS, GEOLOGY, AND ANY GROUNDWATER;
- B. THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY;
- C. THE DEVELOPMENT POTENTIAL OF THE PROPERTY AND THE PROPERTY'S USE, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE;
- D. THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF THE PROPERTY;
- E. THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY;
- F. THE PRESENCE OF TOXIC, DANGEROUS, OR HAZARDOUS MATERIAL OR CONDITION ON, UNDER, OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTIES;

G. THE PHYSICAL POSSESSION OF THE PROPERTY, WHETHER BY FORMER OWNERS, TENANTS, OR ANY OTHER INDIVIDUAL HOLDING UNKNOWN OWNERSHIP OR POSSESSORY INTERESTS, INCLUDING ADVERSE POSSESSION, AND

H. THE CONDITION OF TITLE TO THE PROPERTY.

5.4 BUYER AGREES TO PURCHASE THE PROPERTY IN THE CONDITION THAT THE PROPERTY IS IN AT CLOSE OF ESCROW AND ACKNOWLEDGES AND AGREES THAT SELLER, AS STATED ABOVE, IS NOT PROVIDING ANY WARRANTIES OF ANY KIND, NOR RESPONSIBILITY FOR ANY ACTIONS THAT MIGHT BE NECESSARY FOR BUYER TO LAWFULLY EXERCISE BUYER'S RIGHT TO PHYSICALLY POSSESS THE PROPERTY, SUCH AS EJECTION.

ARTICLE 6. - CLOSING; CONVEYANCE OF COUNTY DEED.

6.1 CLOSING DATE. The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at the Recording Office of the Clerk of the Court of Highlands County, located at 590 South Commerce Avenue, Sebring, Florida 33870. Sell will notify Buyer of a date for the Closing (the "Closing Date"), which is anticipated to occur within thirty (30) calendar days of the Seller's receipt of the Buyer's Bid Deposit and this Agreement, executed by Seller. Possession of the Property will be granted by the Seller to the Buyer no later than the Closing Date. Despite any provisions in this Agreement which could possibly be construed to the contrary, no extension to the Closing Date shall be granted to Buyer unless mutually agreed in writing by the Parties. No objection as to the title or physical status of the property will result in an extension of the closing without a mutual written agreement.

Notwithstanding the above, Seller reserves the right to terminate this Agreement at Seller's convenience upon delivery of written notice to Buyer.

6.2 BUYER'S OBLIGATION AT CLOSING. Upon the Closing Date, Buyer shall complete the following:

A. present legal identification, such as a Florida Driver's license, a Florida State Identification Card, or other Florida issued official identification card that establishes the identification of the Buyer, to the administrative staff at the Recording Office of the Clerk of the Court of Highlands County.

B. execute and deliver any other documents required by ITB 20-001 or this Agreement.

C. pay all costs and expenses related to this transaction, including, but not limited to, the following:

1) all recording fees associated with the transaction, including the fees related to the recording of the County Deed;

2) all documentary stamps in connection with the conveyance of the Property; and

3) all other costs and expenses necessary to close this transaction, if any.

6.3 SELLER'S OBLIGATION AT CLOSING. At the Closing, upon execution of all of Buyer's obligations at closing, Seller shall execute, acknowledge, and deliver to Buyer a County Deed conveying the Property, which County Deed shall be in statutory form for recording.

6.4 PRORATIONS. The following items shall be prorated between Seller and Buyer as of midnight of the day immediately preceding the date of Closing; such prorations favoring Buyer shall reduce the Purchase Price, and such prorations favoring Seller shall increase the Purchase Price:

A. Property Taxes and Non-ad valorem Assessments. The parties recognize that Seller is a governmental entity and exempt from ad valorem taxes. The current city, state and county ad valorem taxes; and non-ad valorem assessments, if applicable, for the calendar year of Closing may not be representative of the anticipated taxes and non-ad valorem assessments for the Property after conveyance to Buyer. There shall be no adjustment between the parties for taxes when the tax statements for the year of Closing are available.

B. Utility Charges. Utility charges and any other operating expenses associated with the operation of the Property, if any.

C. Rents and Deposits. If applicable, rents shall be prorated at time of Closing and all deposits, if any, shall be credited or transferred to Buyer at Closing.

D. Other items. Such other items, if any, as are customarily adjusted between buyers and sellers of real properties, it being intended that the items set forth in this paragraph above are illustrative only and that the parties will make such other adjustments at or after closing as are necessary so that Seller shall have all the benefits and burdens of the Property up to and including midnight of the day preceding the date of Closing and Buyer shall have all the benefits and burdens of the Property after midnight of the day preceding the date of Closing. The Buyer agrees to indemnify and hold the Seller harmless of and from any and all liabilities, claim, demands and expenses, of any kind or nature arising or accruing after midnight on the date of Closing and which are related to the ownership, possession, maintenance or operation of the Property, and all expenses related thereto after said time, including, without limitation, court costs and attorney's fees.

ARTICLE 7 - SELLER TO BEAR RISK. The risk of loss to the Property by fire, casualty, or otherwise except condemnation, prior to the Closing which materially

and adversely affects the Property, in Buyer's reasonable discretion (a "Casualty"), is assumed by Seller. In the event of a Casualty, Buyer may, at its option and within five (5) days following written notice by Seller to Buyer of the occurrence of the Casualty, elect to terminate this Agreement and this Agreement shall thereafter be null and void, or Buyer may elect to close the transaction (which Buyer shall be deemed to have elected to do if no such termination notice is given by Buyer to Seller within the aforesaid ten (10) day period).

ARTICLE 8 - DEFAULT BY BUYER. In the event Buyer should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reasons set forth herein or (ii) Seller's default, Seller may demand Escrow Agent to pay the Deposit, if actually paid to Escrow Agent, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement or Seller may sue for specific performance.

ARTICLE 9 - ATTORNEYS' FEES. If any action is filed in a court of competent jurisdiction pursuant to the terms of this Agreement, then the party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein or in any bankruptcy proceedings.

ARTICLE 10 - DISPUTES. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

ARTICLE 11 - RADON GAS AND ENERGY DISCLOSURES. 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.

ARTICLE 12 - AUTHORITY OF PARTIES. Seller and Buyer represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that the delivery and performance of this Agreements, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

ARTICLE 13 - NO WAIVER. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 14 - AGREEMENT NOT RECORDABLE. Neither this Agreement nor any notice thereof shall be recorded by any party hereto, or any agent of same, in any public records. Buyer agrees that it will not attempt to record this Agreement or any notice thereof and that any attempt to record this Agreement or any notice thereof shall constitute a default on the part of Buyer hereunder.

ARTICLE 15 - REPRESENTATIONS AND WARRANTIES. Seller makes no representations and warranties concerning the Property.

ARTICLE 16 - SEVERABILITY. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE 17 - GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

ARTICLE 18 - ENTIRE AGREEMENT. This Agreement, along with the ITB, Buyer's Bid, and all exhibits hereto, is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements and representations, and it shall not be amended or modified except in a writing signed by each party. Thus, this Agreement and all incorporated documents constitute the entire Agreement between the parties relating to the Purchase and Sale of said Property.

ARTICLE 19 - CONSENT OF JURISDICTION AND VENUE. In the event that any party to this Agreement commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

ARTICLE 20 - NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To Seller:

Highlands County Board of County Commissioners
Purchasing Division

600 S. Commerce Avenue
Sebring, FL 33875
Attn: Tasha Morgan, Assistant County Administrator

To Buyer

Attn: _____

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The Seller: Mrs. Tasha Morgan, Assistant County Administrator

The Buyer: _____

ARTICLE 21 - ASSIGNMENT. This Agreement may not be assigned by any party hereto or to any other person or entity without the prior written consent of the other party. Headings are for convenience only and do not affect, limit or control the meaning, effect or application of any provision of this Agreement. No consent or waiver, express or implied, of any right, obligation, breach or default under or affected in any way by this Agreement by any party will be deemed a consent or waiver of any other breach or default by that party. This Agreement may be executed in one or more counterparts, each of which will constitute the same agreement, whether or not all parties execute each counterpart. This Agreement shall be binding upon Buyer and Seller and upon the respective, heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

HIGHLANDS COUNTY, a political
subdivision of the State of Florida

By its Board of County Commissioners

By: _____
Robert W. Germaine, Clerk

By: _____
Jim Brooks, Chairman

ATTEST:

By: _____

Buyer

Print Name: _____

Print Name: _____

G:\COUNTY\PURCHASING DEPT\ITB 18-015\18-xxx - ITB - CONTRACT - 030618.docx