



CITY OF ROCKWALL, TEXAS

INVITATION FOR SEALED BIDS

Sealed Bid Auction for the sale of the real property described in the Schedule of this Invitation for Sealed Bids opening will occur publicly at the date, time and place as follows:

Date/Time: February 26, 2018 - Bids must be received in the office of the Purchasing Agent **no later than 2:00 p.m.** Bid opening begins promptly at 2:15 p.m. CST. It is the sole responsibility of responder to have the bid packet at designated location prior to the deadline date and time.

Location: City of Rockwall, City Hall Council Chambers, 385 S. Goliad St., Rockwall, TX 75087

This Invitation for Sealed Bids is subject to, and all bids submitted must be in compliance with, the Schedule, Special Terms of Sale, Instructions to Bidders, General Terms of Sale, Bid Forms and Acceptance, all of which are attached hereto and by this reference made a part hereof.

Introduction: The City of Rockwall ("City") is accepting formal bids for sale of real property described below in the Offering in accordance with the Texas Local Government Code.

Bid Deposit: \$5,000 deposit required for the Sale Item. Cashier's check or certified check only which must be made payable to the order of the "City of Rockwall". A Bid Deposit is required for the Sale Item bid. No offer will be accepted without a Bid Deposit in the form and amount indicated above.

Terms: All cash; "As-is/Where-is" with no warranties or guarantees of any kind. Bid Deposit is due at time of bid submission. Balance of purchase price is due upon closing. The high bid will be considered a continuing offer for a period of 90 calendar days. The high bidder must be prepared to close within 30 days following notification of the City of Rockwall's bid acceptance.

Closing Fees/Costs: The cost of any owner's or lender's policy(ies) of title insurance will be at the Bidder's expense and option. City will provide a copy of its most recent survey. Any contract, sale or proposal shall be deemed to include the following terms, conditions and provisions whether or not such terms, conditions and provisions are expressly incorporated therein. If the Bidder objects to any of the following terms, conditions and/or provisions, Bidder must expressly delete the specific terms, provision or condition from its Proposal. The City reserves the right to accept or reject the objections. The Bidder shall pay all costs associated with the purchase and conveyance of the real estate and related improvements and/or property including recordation costs of the deed, title or other expenses incidental to the closing of this transaction and this cost is not to be included in the Bidder's bid response price.

Inspection: All Sale properties may be inspected at any time. Due to the restrictions placed on this property, all prospective bidders are encouraged to inspect the property prior to placing a bid. Please refer all questions to Lea Ann Ewing, Purchasing Agent at (972) 771-7700 x 6418 or lewing@rockwall.com

Proceeds: The proceeds from this sale shall be paid to the City of Rockwall and shall be paid by the High Bidder in accordance with Instructions to Bidders contained herein.

SCHEDULE

I. The Offering

Approximately 5.605 Acres located at the southeast quadrant of Harbor Heights Dr. and Shoreline Trail, Rockwall, TX identified as Parcels 83241, 12691 and 19953. See attached Exhibit A map.

II. Access:

Access to parcels is off Summer Lee Drive.

III. Utilities:

Utility services are available in the general vicinity and property is in the Rockwall City Limits.

IV. Zoning:

The subject parcel is currently zoned PD 32.

V. Inspection for Health and Building Codes:

CITY will not conduct or fund the following services: (1) land survey, (2) testing or pumping septic leach field system, (3) testing, pumping or removal of underground fuel storage tanks, (4) termite inspection, (5) testing for asbestos, (6) testing for lead based paint, (7) title insurance, (8) domestic water quality test and (9) appraisal. If purchaser desires these services, they are to be acquired at the purchaser's expense.

SPECIAL TERMS OF SALE

1. Bid Deposit-Terms

Bids to purchase must be on a cash basis only. **NO CREDIT TERMS ARE AVAILABLE.** We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit of \$5,000 is required. Only cashier's checks or certified checks will be accepted. **A BID DEPOSIT MUST ACCOMPANY EACH AND EVERY BID SALE ITEM PURCHASED.**

The Pay to the Order of should be made out to: "City of Rockwall." The full balance of the purchase price is payable upon closing. The bidder offers and agrees that their bid is a continuing bid for a period of Ninety (90) calendar days after the date of auction to purchase the described property for the bid price entered into the Offer to Purchase received from the bidder by the City of Rockwall. The bidder shall be prepared to close within 30 days following the City of Rockwall's bid acceptance.

2. Bid Price

City of Rockwall seeks to obtain fair market value for the property and reserves the right to reject any and all bids. The appraisal report is not available. **The minimum acceptable bid is \$1,050,000 per acre.**

3. Prospective Purchasers Agreement

Bidder's offers are contingent upon City of Rockwall and the Bidder having entered into a prospective Purchaser Agreement (PPA) on or before the date of closing. This contingency may be omitted at the option of the Offeror.

GENERAL TERMS OF SALE

1. TERMS – "INVITATION FOR SEALED BIDS."

The term "Invitation for Sealed Bids" as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special

Terms of Sale, and Bid Form all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Sealed Bids for the opening of bids or conduction of a public auction.

2. DESCRIPTIONS IN INVITATION FOR SEALED BIDS.

The description of the property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said property are based on information available to the City and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other state agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING/USE.

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the City of Rockwall makes no representation in regards thereto. The City of Rockwall does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Sealed Bids or Sales Agreement.

The Bidder shall have the right to develop the land and improvements for proper uses that do not endanger the security and public safety of the surrounding community. When developing the real property, Bidder shall agree that it shall not use, develop, or sell the real property of the facility unless it is in conformance with current zoning (land use) restriction. If successful Bidder seeks, another use not compatible with current zoning, successful Bidder must comply with City's zoning process and any zoning amendment shall be at the sole discretion of the City Council.

Bidder shall include with the bid submittal a written explanation of the intended use/development of this property and what may be expected from the City relating to current and future Zoning.

6. CONTINUING OFFERS.

Each bid received shall be deemed a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the City of Rockwall before the expiration of the 90 calendar days. If the City of Rockwall desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

The successful bidder agrees to assume possession of the property as of the date of conveyance.

8. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or

in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the City of Rockwall, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the City of Rockwall may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

9. CITY OF ROCKWALL LIABILITY

If this Invitation for Sealed Bids is accepted by the City of Rockwall and: (1) The City fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the City shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon the City shall have no further liability to Purchaser. Further, the City may rescind its approval at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by the City that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the City other than to return the earnest money deposit, if any, without interest.

10. TITLE EVIDENCE.

Any title evidence desired by the successful bidder will be procured by the successful bidder at the sole cost and expense of the successful bidder. The City of Rockwall will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the City of Rockwall will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

11. TITLE.

If a bid for the purchase of the property is accepted, the City's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

12. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The City of Rockwall shall set a sale closing date, said date to be no later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the City of Rockwall the balance of the purchase price. **Only cashier's check, certified check, or money order** will be accepted and must be payable to the City of Rockwall. Upon such tender being made by the successful bidder, the City, after recordation, shall deliver to the successful bidder the instrument, or instruments, of conveyance. The City of Rockwall reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

13. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the City of Rockwall. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The City of Rockwall reserves the right to refuse a request for extension of closing.

14. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

15. CONTRACT.

The Invitation for Sealed Bids, and the bid when accepted by the City of Rockwall, shall constitute an agreement for sale between the successful bidder and the City of Rockwall. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the City of Rockwall, and any assignment transaction without such consent shall be void.

INSTRUCTIONS TO BIDDERS

1. Submittal of Sealed Bids

Outside of envelope, containing the sealed bid must be marked: **Sealed Bid for City Owned Property Auction, Bid Package No. 2018-H3.**

On the date set and at the time designated for the opening of the sealed bid auction, each prospective bidder is required to submit the bid deposit in the amount and form specified herein. Bidder proposals submitted do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting a proposal, for providing additional information when requested by the City, or for participating in the award process. The Bidder may be requested to submit additional information after the deadline date and time. Any requested information which is not received may be considered nonresponsive and the entire bid may be rejected.

2. Bid Form

Each prospective bidder is required to complete and execute, in duplicate, the bid form attached in this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

3. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation: If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. A duly authorized officer of the corporation other than the officer signing the bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership: If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the City of Rockwall will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the City of Rockwall, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

4. Bid Deposit

Each bidder shall be required to submit a Bid Deposit, along with a self-addressed stamped envelope for the return of the unsuccessful bidder's Bid Deposit. A Bid Deposit must accompany each bid submitted. All Bid Deposits must be in the form of a certified check or cashier's check payable to the order of the "City of Rockwall". Prospective bidders may find it easier to negotiate checks with their banks if they include their own names along with the Department of Transportation on the payable line after the word "or".

Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the City of Rockwall.

Only the bid deposit from the high bidder will be retained by the City of Rockwall. The City of Rockwall will make the bid award decision.

5. Additional Information

The City of Rockwall, at the address given in this Invitation for Bids, will upon request, provide additional information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

6. Notice of Acceptance or Rejection

Notice by the City of Rockwall of acceptance of a bid shall be deemed to have been sufficiently given upon written notification to the high bidder or his duly authorized representative at the address indicated in the bid documents. Notice by the City of Rockwall of rejection of a bid shall be deemed sufficiently given when the bid deposit of the rejected or unsuccessful bidder has been telegraphed or mailed to the bidder at the address provided on the self-addressed envelope.

The City of Rockwall's processing of a bid deposit shall not, in itself, constitute acceptance of the bidders offer. The City of Rockwall reserves the right to reject any or all bids or portions thereof. It is understood that the City reserves the right to reject any or all responses for any or all products and/or services covered in this request and to waive informalities or defects or to accept such as it shall deem to be in the best interests of the City. If less than three responses are received, the City reserves the right to extend the opening date as it deems to be in the best interest of the City. Price proposals must remain a valid proposal for 120 days after the due date or until the City signs a Purchase and Sale Agreement with the successful Bidder, whichever is sooner.

7. Waiver of Information or Irregularities

The City of Rockwall may, at its election, waive any minor informality or irregularity in bids received.

**OFFER TO PURCHASE REAL
PROPERTY
Sealed Bid Auction Number 2018-H3**

This offer is all or none and subject to the procedures, terms and conditions of the "Invitation For Sealed Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within ninety (90) calendar days after the date of the auction, to purchase the sale item indicated above that corresponds with the Real Property Description in the Invitation for Sealed Bids No. 2018-H3.

MINIMUM PROPOSAL AMOUNT: \$ _____

INTENDED DEVELOPMENT PLAN: Briefly describe Buyer's intended development of this property and what may be expected from the City relating to Zoning both current and future.

(include additional sheets if necessary)

Enclosed Bid Deposit: \$5,000.00

The Instrument of conveyance should name the following Grantee(s):

Bidder is: Individual Partnership Trustee Corporation

Name: _____

Street: _____

City: _____

Telephone: _____

E-mail: _____

Fax Number: _____

Signature: _____

Signer's Name & Title: _____

I _____ herein called the Bidder, hereby offer and agree to purchase from the City of Rockwall hereinafter called the City at the price subject to the terms, conditions, reservations, restrictions, and covenants stated in the Invitation for Sealed Bids and easements, encumbrances, and other matters of record and to all zoning, building or other Laws or Ordinances the described property

After bid award and consummation of sale, the property (s) becomes the sole responsibility of the buyer. The buyer agrees to defend, indemnify and hold harmless the City of Rockwall, its members, employees, agents, and officials from and against any and all liabilities, losses, penalties, damages and expenses, (including costs and attorney's fees), arising out of any claims, liens, damages, obligations, actions, suits, judgments, or settlements, or causes of action of every kind, nature and character arising or alleged to arise out of the acts or omissions of the selected purchaser, its officials, agents,

and employees in the performance of this contract. The City accepts no liability for protection of property after the sale has been consummated.

This sale is subject to approval by the City of Rockwall City Council and the City reserves the right to reject any and all offers. All closing costs not limited to title policy, escrow fee, preparation of deed and survey are at the expense of the buyer and is not included in the selling price.

The Bidder is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid. Such bid is genuine and is not collusive or a sham bid.

Neither the said Bidder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City or any per interest in the proposed contact.

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein, that _____ who signed

this bid on behalf of the bidder, was then _____ of the said Corporation. That said

(Office Held)

bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

Date

Exhibit A

