

BID PACKAGE

For

Sale of Residential Property owned by the City of Willcox

Parcel 203-31-054

March 16, 2010

BID FORM
 CITY OF WILLCOX
 CITY HALL
 101 SOUTH RAILROAD AVE. SUITE B
 WILLCOX, AZ

Bid For:	Purchase of Municipal Industrial Property
	<p><u>Location:</u> Parcel # 203-31-054 located on west side of Austin Blvd., empty lot North of Fremont St., Photo's on page 9.</p> <p><u>Lot Size:</u> 150ft x 50ft or .172 acres</p> <p><u>Zoning:</u> R-3-A, Residential</p> <p><u>Utilities:</u> Sewer, Water and Gas available on Austin Blvd.</p>

The undersigned Bidder, having fully informed themselves regarding the accuracy of the statements made herein certified that:

(1) The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement understanding, or planned common course of action with, any other Bidder for the purchase of the property described in the Invitation to Bid, designed to limit independent competition.

PROPERTY LOCATION	MINIMUM BID	BID AMOUNT	<u>Legal Name of Bidder</u>
<p><u>Location:</u> Parcel # 203-31-054 located on west side of Austin Blvd., empty lot North of Fremont St., Photo on page 8.</p> <p><u>Lot Size:</u> 150ft x 50ft or .172 acres</p> <p><u>Zoning:</u> R-3-A, Residential</p> <p><u>Utilities:</u> Sewer, Water and Gas available on Austin Blvd.</p>	\$10,000.00		
TOTAL BID		\$ _____	<u>Telephone Number</u>

TOTAL BID IN WORDS:			
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Signature of Authorized Representative for Bidder _____

SHALL BE SUBMITTED WITH BID

STANDARD TERMS AND CONDITIONS

BID SUBMISSION INSTRUCTIONS:

Bids are to be submitted in a sealed envelope. The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT for: **Purchase of Municipal Residential Property** to be opened on Friday, May 28, 2010 at 3:00 P.M." in the lower left-hand corner.

Bids must be completed, submitted and signed in the full legal name of Bidder, and must be fully and properly executed by an authorized person.

Bids received after the time and date specified shall not be considered and shall be returned unopened.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

Bidders or their representatives may be present at the bid opening.

CONDITIONS OF SALE

1. Buyer shall execute a Land Purchase and Sale Agreement.
2. The minimum acceptable all cash bid for Parcel 203-31-054 is Ten Thousand Dollars (\$10,000.00). With the submittal of Buyer's bid, a Bid Surety deposit of \$1,000.00 (10%) is required. Balance to be paid: Balance paid in full at close of escrow. Buyer is to arrange own financing.
3. The Bid Surety deposit for each Lot sale will be applied to the purchase price for that Lot. If, after the acceptance of bid for the sale by the City Council, the City refuses or is unable to consummate the sale, the deposit will be refunded to the Buyer. If, after the acceptance of bid for the sale by the City Council, the Buyer refuses or is unable to consummate the sale, the City will retain the initial deposit. The Buyer acknowledges that the initial deposit shall constitute the liquidated damages to the City in the event of default by the Buyer.
4. Buyer shall pay all escrow and closing costs.
5. The City Council reserves the right to reject any and all Bids.
6. The initial escrow period shall be for a maximum period of 90 days and shall be deemed to have commenced the next business day following the date of City Council approval and acceptance of bid of the land sale and may be extended for three (3) consecutive 30-day periods by mutual agreement. For each 30-day extension, the Buyer shall pay to the City an amount equal to 1% of the original sales price. Funds received by the City for extensions of time will be applied to the purchase price. Further, funds received for extensions of time are not refundable should the Buyer allow the escrow to expire or the Buyer cause the cancellation of the escrow. Funds received for extensions of time will be refunded should the City allow the escrow to expire or cause the cancellation of the escrow. In the event of cancellation or the expiration of the original term of the escrow or any extension thereof, the escrow shall terminate without further action.
7. The sale of City-owned property does not constitute an endorsement or approval of any development plans. Buyer understands the Property will be subject to requirements for development per the City of Willcox Municipal Code.
8. Buyer acknowledges that the City, its employees, agents and representatives have made no representations or warranties, written or oral, express or implied, with respect to the Property. Buyer is relying upon his own expertise and upon his own investigation of the Property with respect to its suitability for Buyer's intended use. Buyer shall acquire the Property AS IS and WITH ALL FAULTS.

LIQUIDATED DAMAGES:

The successful Bidder, upon their failure or refusal to close when requested, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with their bid. Such forfeiture shall not be considered a penalty, but as liquidated damages to compensate the City for the loss or deprivation of the sale.

AWARD:

The Mayor & Council reserves the right to make an award on the bid which, by the Council's judgment best meets the specifications and is deemed to be in the best interest of the City of Willcox.

The Mayor & Council further reserves the right to reject any or all bids, in whole or in part, to award any part or parts, or total bid, and to waive informality or technical defects, if, in her judgment, the best interests of the City of Willcox will so be served.

No award will be made to any corporation, firm or individual who is in arrears to the City by debt or contract, or who is in default as security or otherwise by any obligation to the City of Willcox, Arizona.

ADDITIONAL INFORMATION:

For additional information contact:

Jeff Stoddard

Development Services Department

300 W. Rex Allen Drive, Willcox, AZ 85643

Telephone: (520) 384-6419

Fax: (520) 384-2705

INSTRUCTIONS TO BIDDERS

Receipt and Opening of Bid:

The City of Willcox, Arizona, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate, sealed bids will be received by the City Clerk, or authorized Representative, City Hall, 101 S. Railroad Ave, Suite B, Willcox, Arizona 85643 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

All bids shall be submitted in sealed envelopes clearly labeled with the Bidder's name, address, and the words "Bid Document" must appear on the envelope with the time and date to be opened. If mailed, the sealed, envelope containing the bid, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a bid not properly addressed and identified.

2) Preparation of the Bid: Each bid shall be submitted on the bid form attached hereto. Bids shall be signed by the Bidder and all blank spaces shall be filled in, in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the bid or in the items mentioned therein. All bids shall be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addendum (or addenda) thereof.

Method of Bid: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the service, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations. Conditional bids will not be accepted.

Addenda and Interpretations: No interpretation of the meaning of the specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to:

Jeff Stoddard,
Development Services
City of Willcox
300 W. Rex Allen Drive
Willcox, Arizona 85643

And to be given consideration, must be received at least five (5) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail to all prospective Bidders at the respective address furnished for such purpose, not later than three (3) working days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under his/her bids as submitted.

Withdrawal of Bids: Bids may be withdrawn personally or on written or fax or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened. The fax number is (520)384-2590, Attention: City Clerk.

7) Special Considerations:

The City reserves the right to reject any or all bids and may waive any informality.

The City reserves the right to correct any award erroneously made as a result of a clerical error.

Corrections: Erasures or other changes in the bid shall be explained or noted over the signature of the Bidder.

Obligation of Bidder:

(a) At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and other Contract Documents (including all addendum or addenda). The failure or omission of any Bidder to receive or examine any form, instrument or document which has been sent to the address given such Bidder, or the failure of the Bidders to familiarize themselves with the conditions relating to the specifications shall in no way relieve any Bidder from any obligation in respect to the bid.

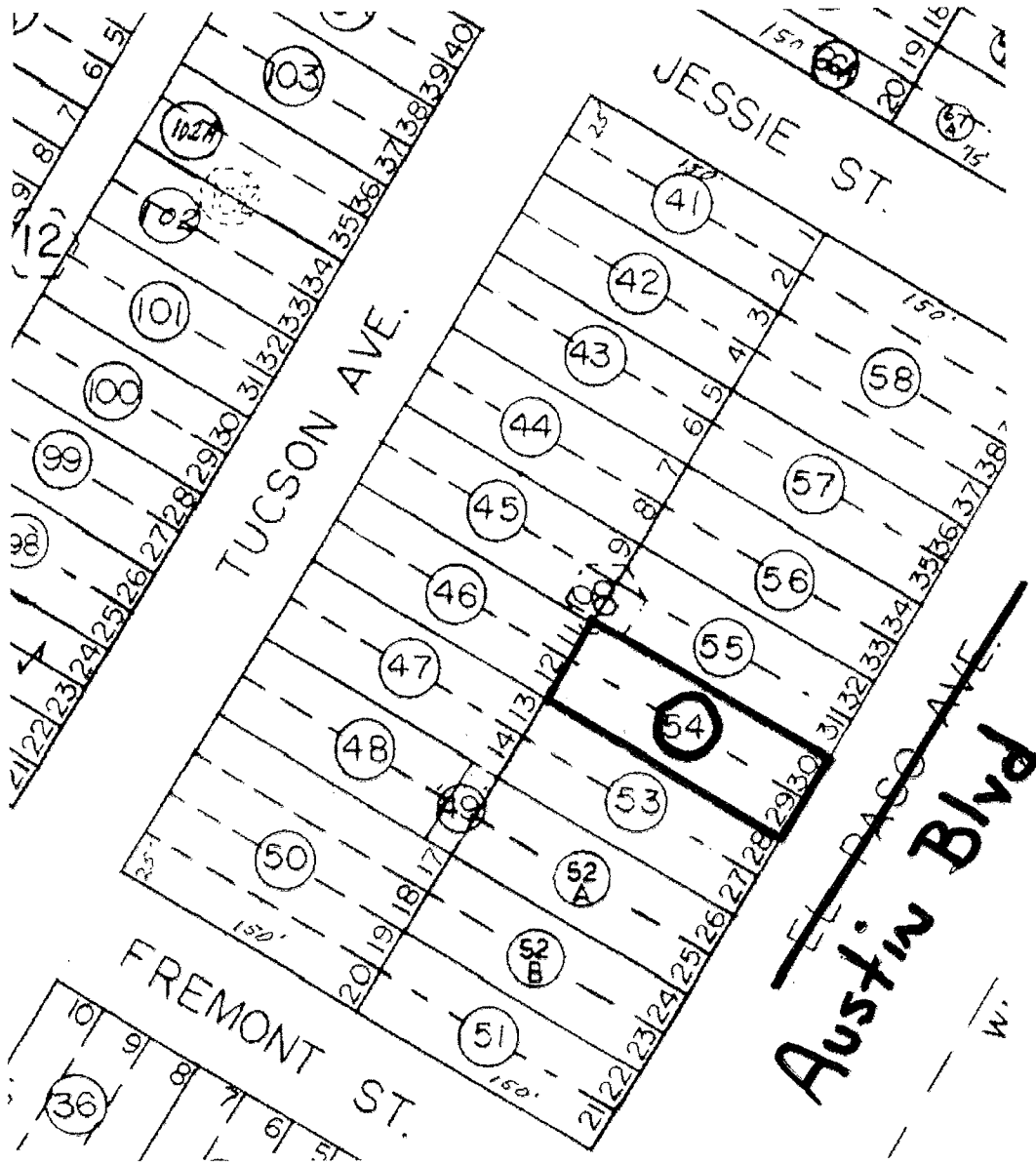
(b) The Bidder is responsible for submitting a bid that will conform to all existing Federal, State of Arizona, statutes and regulations as well as City of Willcox ordinances and resolutions.

Right to Reject Bid: The City of Willcox reserves the right to reject any and all bids or quotations, to waive any discrepancies in the bids, quotations, or specifications, when deemed to be in the best interest of the City and also to award any part, all or none of the service(s) specified.

Non-Collusive Bid Statement: All Bidders shall be required to provide a signed non-collusive statement with all the public bids as follows:

The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Bidder for the purchase of the property described in the Invitation to Bid, designed to limit independent bidding or competition.

No Representations Made: The City of Willcox makes no representations as to the condition, value or marketability of the real property described in the Invitation to Bid. The City of Willcox makes no representations as to the said real property's compliance with Federal, State or Local laws or regulations. The property is conveyed "AS IS" with no representations made as to their validity.



Parcel: 203-31-054