



**CITY OF ROCKWALL, TEXAS  
INVITATION FOR SEALED BIDS**

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

**Date/Time:** **December 2, 2019** - Bids must be received in the office of the Purchasing Agent **no later than 10:00 a.m.** Bid opening begins promptly at 10:15 a.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 or Trade, Instructions to Bidders, General Terms of Sale or Trade, 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 the sale or trade of real property ("Offering") containing an equal or lesser amount of land area that currently exists as described in the *Offering* with the requirement that the remaining land area, if any, be purchased at a fair market value defined by the City and in accordance with the Texas Local Government Code.

**Bid Deposit:** Not required.

**Terms:** All sale or trade; "As-is/Where-is" with no warranties or guarantees of any kind. The successful bidder must be prepared to sign a contract within 30-days following notification of the City of Rockwall's bid acceptance. This 30-day period may be extended by the City as its sole discretion.

**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. Any contract 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 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.

**Inspection:** Properties may be inspected at any time. Due to the restrictions placed on this property, all prospective bidders are encouraged to schedule an appointment 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](mailto:lewing@rockwall.com)

**SCHEDULE**

**I. The Offering**

See attached Exhibit A with map.

**II. Access:**

Access to parcel is from John King Boulevard and FM-1141.

### 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 Agricultural (AG) District and is situated within the SH-205 By-Pass (SH-205 BY-OV) District.

### V. Inspection for Health and Building Codes:

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

## **SPECIAL TERMS OF SALE**

1. Bid Deposit-Not Required.
2. Bid Item

City of Rockwall seeks to obtain the sale or trade of real property located at the southwest corner of John King Boulevard and FM-1141 at a fair and reasonable value to be determined by the City in accordance with the terms of this invitation for bids.

## **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 or trade, 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 schedule an appointment 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.

### 4. CONDITION OF PROPERTY.

The property is offered for sale or trade and will be offered “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 Purchase 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 zoning process and any zoning amendment shall be at the sole discretion of the City Council.

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 for purchase or trade created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, in which event the bidder shall be relieved from further liability. The City of Rockwall may avail itself of any legal or equitable rights which it may have under the bid or contract for 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.

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 sale or trade 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 contract in conformity with local law and practice.

12. 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.

13. CONTRACT.

The Invitation for Sealed Bids, and the bid when accepted by the City of Rockwall, shall constitute an agreement for sale or trade 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. 2019-DT2.**

On the date set and at the time designated for the opening of the sealed bid auction, 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 Bid, 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, strikeovers, 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. 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.

### **5. 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 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 covered in this Invitation For Bid and to waive informalities or defects or to accept such as it shall deem to be in the best interests of the City. Proposal must remain a valid proposal for 120 days after the due date or until the City signs an Agreement with the successful Bidder, whichever is sooner.***

**6. 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 OR TRADE FOR REAL PROPERTY

Sealed Bid Auction Number 2019-DT2

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 one hundred twenty (120) calendar days after the date of the auction, for sale or trade the item indicated above that corresponds with the Real Property Description in the Invitation for Sealed Bids No. 2019-DT2.

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 or trade from the City of Rockwall hereinafter called the City at the 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.

Offer: \_\_\_\_\_

Additional proposal information may be attached to this document and submitted with the bid.

After award and consummation of sale or trade, the property 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 or trade 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 attached bid or of any other responder, of to fix an overhead, profit or cost element of the bid 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

