

**CITY OF SAN ANGELO
REQUEST FOR BID**

RFB No: RE-02-14

REAL ESTATE DIVISION

Portion of Lot 22, Block 4, Monterrey Addition

421 W. Avenue Z

Zoned – RS-1

RFB Submittal Deadline

October 2, 2014/2:00 PM, Local Time



**City of San Angelo
72 W. College Avenue
San Angelo, Texas 76903**

TABLE OF CONTENTS

This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire proposal package and complying with all specifications.

| Section | Page |
|--|-------------|
| REQUEST FOR BID | 1 |
| GENERAL..... | 1 |
| DISQUALIFICATION | 1 |
| DOCUMENT AVAILABILITY..... | 1 |
| DIGITAL FORMAT | 1 |
| REQUIRED RESPONSE..... | 2 |
| NO BID REPLY FORM..... | 2 |
| ADDENDA..... | 2 |
| INTERPRETATIONS | 2 |
| CONFIDENTIALITY..... | 2 |
| AWARD OF CONTRACT | 2 |
| ACCEPTANCE OF BID CONTENT | 2 |
| COPIES OF BID TABULATION RESULTS | 2 |
| DEADLINE AND DELIVERY LOCATION | 3 |
| DEADLINE..... | 3 |
| COPIES..... | 3 |
| SEALED ENVELOPE ADDRESSING | 3 |
| DELIVERY ENVELOPE/CONTAINER ADDRESSING | 3 |
| DELIVERY ADDRESS: | 3 |
| POINTS OF CONTACT | 3 |
| INSTRUCTIONS..... | 5 |
| PROPOSAL/BID INTERPRETATION | 5 |
| SPECIFICATIONS..... | 5 |
| SALE "AS IS" | 5 |
| BID SECURITY..... | 5 |
| DEFAULT IN PURCHASE | 5 |
| COMMISSIONS | 5 |
| EXECUTION OF SALES CONTRACT | 5 |
| CORRECTIONS, ADDITIONS, OR DELETIONS..... | 5 |
| AUTHORIZED SIGNATURE..... | 5 |
| MODIFICATION OR WITHDRAWAL OF BIDS..... | 6 |
| CONTINGENCY..... | 6 |
| DELIVERY DATE | 6 |
| RESERVATIONS | 6 |
| SUBMISSION OF BIDS..... | 6 |
| CLOSING TIME & DATE | 6 |
| LATE BIDS | 6 |
| ACCEPTANCE..... | 6 |
| TERMS AND CONDITIONS | 7 |
| TITLE | 7 |
| TITLE POLICY..... | 7 |

| | |
|--|-----------|
| UTILITIES | 7 |
| INVOICES & PAYMENTS | 7 |
| GRATUITIES | 7 |
| WARRANTY-PRICE | 7 |
| NO WARRANTY BY CITY AGAINST INFRINGEMENTS | 7 |
| RIGHT OF INSPECTION | 7 |
| CANCELLATION | 7 |
| ASSIGNMENT-DELEGATION | 7 |
| WAIVER | 8 |
| MODIFICATIONS | 8 |
| APPLICABLE LAW | 8 |
| LEGAL VENUE..... | 8 |
| ADVERTISING | 8 |
| CONFLICT OF INTEREST | 8 |
| AWARD CRITERIA..... | 8 |
| MAP..... | 9 |
| FACT SHEET..... | 11 |
| SAMPLE SALES CONTRACT | 13 |
| BID FORMS | 19 |
| DISCLOSURE OF CERTAIN RELATIONSHIPS..... | 21 |
| CONFLICT OF INTEREST QUESTIONNAIRE | 23 |
| LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO..... | 24 |
| LOCAL PREFERENCE CONSIDERATION | 25 |
| LOCAL PREFERENCE CONSIDERATION APPLICATION..... | 27 |
| DEBARMENT AND SUSPENSION CERTIFICATION | 29 |
| ADDENDUM ACKNOWLEDGMENT..... | 31 |
| BID SHEET | 33 |



REQUEST FOR BID

General

The City of San Angelo, Real Estate Division is accepting bids for the sale of the Surface Estate Only in Lot 22, Block 4, Monterey Addition, SAVE AND EXCEPT THEREFROM that land conveyed by City to the State of Texas in deed dated January 9, 1968, recorded in Volume 508, Page 457, Deed Records, Tom Green County, Texas. This property is a SINGLE-FAMILY RESIDENCE (RS-1) ZONING DISTRICT.

The City of San Angelo is interested in selling the surface estate only of the above described parcel of land, with:

- 1) Reservation of all the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Grantor shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods excepts as may be done from adjacent Property;
- 2) Excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all the water rights associated with the Property, including the exclusive right of drilling producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property.
- 3) Conveyance is subject to all easements, right-of-ways, and prescriptive rights, whether of record or not, all presently recorded and validly existing restriction, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other recorded instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls, fences, or other appurtenances situated on a common boundary; and any discrepancies, conflicts, or shortages in area or boundary lines.

Disqualification

The Respondent may be disqualified for any of the following reasons:

- The Respondent is involved in any litigation against the City of San Angelo;
- The Respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The Respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

Document Availability

Bid Documents are available in the Purchasing Department at the address listed below, or may be downloaded at the City's website at www.sanangelotexas.us. To locate the documents on the website go to:

- City Departments
- Purchasing
- Bid Opportunities

Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a proposal, **the bid must be submitted in hard** copy according to the instructions contained in this bid package. If, in its bid response, Respondents makes any changes whatsoever to the published bid specifications, the bid specification **as published** shall control. Furthermore, if an alteration of any kind to the bid specification is

discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

Required Response

The City requires a response to any RFB's mailed to potential Respondents. Should a company receive an RFB, but choose not to bid on the project, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

No Bid Reply Form

If for any reason, you are not submitting a bid, please complete the NO REPLY form and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our vendor database.

Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change. Respondents must **sign it and include it in the returned proposal package**. Addenda will be posted on the City's website and mailed to the Respondent's list. Firm is responsible for contacting the City or checking the City's website to determine if any addendums have been issued.

Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Confidentiality

All bids submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

Acceptance of Bid Content

Before submitting a bid, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an award, failure to have made such investigation and examinations will in no way relieve the Respondent from his obligation to comply in every detail with all provisions and requirements.

Copies of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76903.

DEADLINE AND DELIVERY LOCATION

Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **October 2, 2014, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids not received on time will be rejected

Copies

Submit one (1) unbound original, one (1) electronic copy of the submission form in PDF format on CD or USB Flash Drive, and one (1) complete copy of your bid (staples or binder clips are acceptable).

Sealed Envelope Addressing

Mark Sealed Bid Envelope: **"RFB No. RE-02-14/421 W. Avenue Z"**

Delivery Envelope/Container Addressing

Mark delivery envelope **"Sealed RFB Enclosed"**

Delivery Address:

City of San Angelo
Purchasing Department
RFB: RE-__-14/421 W. Avenue Z
72 W College Avenue
San Angelo, Texas 76903

Faxed or electronically transmitted bids will not be accepted

Points of Contact

Roger Banks, Division Manager

Purchasing Department
City of San Angelo
72 W College Avenue
San Angelo Texas, 76903
Email: roger.banks@sanangelotexas.us
Telephone: (325) 657-4220

Cindy S. Preas, Real Estate Administrator

Real Estate Division
City of San Angelo
72 W College Avenue
San Angelo Texas, 76903
Email: cynthia.preas@sanangelotexas.us
Telephone: (325) 657-4212

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INSTRUCTIONS

Proposal/Bid Interpretation

Any explanation desired by a Respondent regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing ten (10) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903** to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

Specifications

Respondents are expected to examine all specifications herein and responsible for the inspection of the property and should satisfy themselves of exact location of the property. It is the Respondent's responsibility for inspections, zoning, environmental assessments, engineering studies, mechanical inspections, pest control, etc. Such inspections will be at the expense of the Respondent. FAILURE to do so will be at the Respondent's risk.

Sale "As Is"

Property will be sold "As Is", subject to **ALL** easements, blanket easements, right-of-ways, covenants, conditions, zoning, restrictions, water rights and all other restrictions or conditions, including physical conditions whether recorded or not.

Bid Security

All bids shall include a bid security in the amount of **\$500.00**, which will be applied toward the purchase price. Only Money Orders and Certified Checks are accepted; and are to be payable to the **City of San Angelo**. The bid securities will be returned to all unsuccessful Respondents within ten (10) business days of the City Council award of bid.

Default in Purchase

If Respondent is awarded the bid and fails to purchase the property, Respondent agrees to forfeit the Bid Security amount in addition to any amount required by the Sales Contract to the City of San Angelo.

Commissions

Should a Respondent solicit representation from a Real Estate Licensee (Agent), the Respondent will be responsible for payment of commissions.

Execution of Sales Contract

Within ten (10) business days of awarding the bid, Respondent will execute a Sales Contract in substantially form with attached hereto.

Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

Authorized Signature

Bids must show Respondent's name, address, and be manually signed. The person signing the bid must have authority to execute contract. Any erasures or other changes must be initialed by the person signing

the offer. If Respondent is married, the spouse must also sign the bid, unless the property will be purchased with separate property funds.

Modification or Withdrawal of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a Respondent or his authorized agent, provided his identity is made known and he signs a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

Contingency

No Contingency Contracts will be accepted.

Delivery Date

Delivery of property shall occur as recognized in the Sales Contract and subject to approval by City Council.

Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- Waive any defect, irregularity, or informality in any bid or bidding procedure.
- Extend the bid closing time and date.
- Reissue a bid invitation or proposal.
- Consider and accept an alternate bid as provided herein when most advantageous to the City.
- Extend any contract when most advantageous to the City.

Submission of Bids

Sealed bids are to be returned by the closing time and date stated in the “**Deadlines and Delivery**” section. **Faxed bids will not be accepted.**

Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery will be refused and returned unopened.

Acceptance

Acceptance of Respondent's offer will be notified by telephone and/or mail after final approval and acceptance of its offer by the San Angelo City Council.



TERMS AND CONDITIONS

Title

Title shall not pass to Buyer until the Special Warranty Deed is fully executed and sales price is paid to the City in full.

Title Policy

City will provide a Texas Owner's Title Policy at the City's expense.

Utilities

The City makes no representation as to the availability of utilities or costs associated with utilities. It is the Buyer's responsibility to determine availability and cost of utilities.

Invoices & Payments

This sale is a cash sale. The City will not carry a note on this property.

Gratuities

The City may, by written notice to the Buyer, cancel this contract without liability to Buyer if it is determined by City that gratuities were offered from an agent or representative of the Buyer to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Buyer in providing such gratuities.

Warranty-Price

The Buyer warrants that no person or purchasing agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or purchasing agencies maintained by the Buyer for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

No Warranty by City Against Infringements

The City does not make any Warranties or Guaranties, expressed or otherwise, except as provided for in the Sales Contract.

Right of Inspection

Respondent shall have the right to inspect the property before submittal deadline.

Cancellation

Any cancellation Sales Contract shall be in accordance with the terms herein and the Sales Contract.

Assignment-Delegation

No right or interest in the Sales Contract shall be assigned nor shall any delegation of any obligation made by Buyer be valid without written permission of the City. Any attempted assignment or delegation by Buyer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Waiver

No claim or right arising out of a breach of this Sales Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Modifications

This Sales Contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Applicable Law

This agreement shall be governed by all applicable laws.

Legal Venue

Venue shall be in Tom Green County, Texas

Advertising

Buyer shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

Conflict Of Interest

Buyer agrees to comply with the conflict of interest provisions of the Texas State Law and City Of San Angelo Charter and Code of Ordinances. Buyer agrees to maintain current, updated disclosure of information on file with the Purchasing Department throughout the term of the Sales Contract, as applicable.

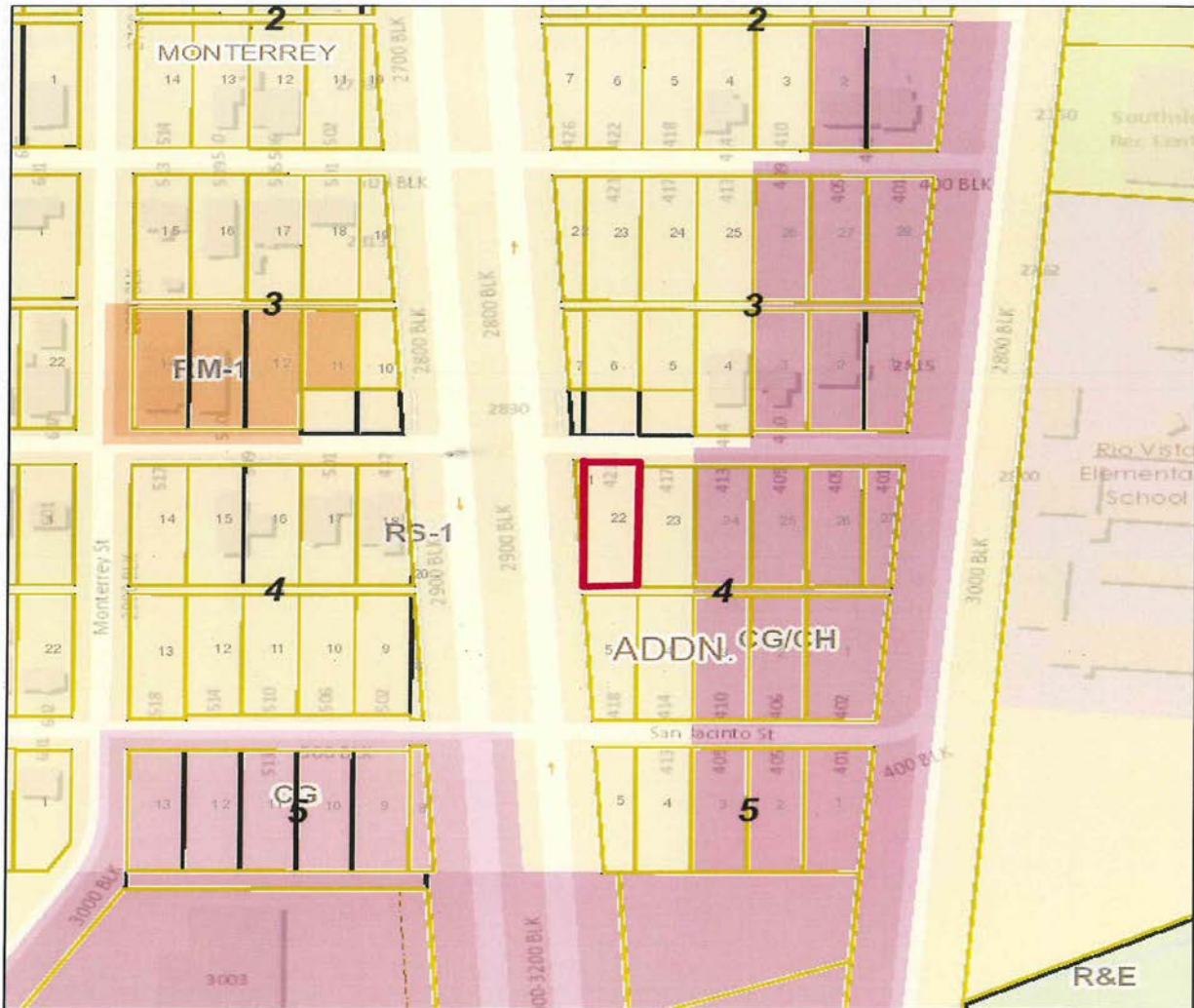
Award Criteria

The property will be awarded to the Respondent who submits the highest qualified bid. Final approval and acceptance rest with the San Angelo City Council.



MAP

Portion of Lot 22, Block 4, Monterrey Addition



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FACT SHEET

Property Address: 421 W. Avenue Z

Legal Description: MONTERREY ADDITION, Block 4, Part of Lot 22

Tax ID Number: 20-35500-0004-019-00

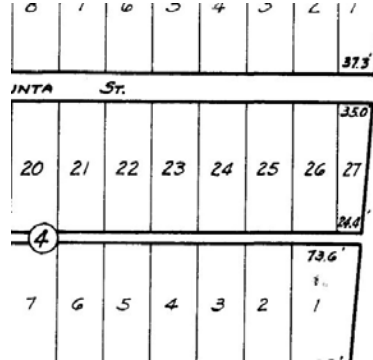
Zoning: RS-1

(Single-Family Residential); allows one single-family home per lot, on minimum lots of 50'x100'. Accessory uses and structures are also permitted subject to Section 402 of the Zoning Ordinance.

Water/Sewer Connections:



Subdivision Plat:



Lot Characteristics:

- Vacant;
- Conditional/Special Uses – No
- Variances – No
- Special Permits – No
- Historic Overlay – No
- Open Structure Overlay – Yes
- River Corridor – No
- Is a replat needed to build? No

For more information:

Zoning/Subdivision Requirements – City of San Angelo Planning Division, 657-4210

Permit Requirements – City of San Angelo Inspections & Permits Division, 657-4420

General Development Questions – City of San Angelo Development Coordinator, 657-4210

Water Billing/Meters – City of San Angelo Water Billing Division, 657-4323

Purchasing of Tax Lots – City of San Angelo Purchasing Division, 657-4219

Ownership and Tax Information – Tom Green County Appraisal District, 658-5575

Documents of Record, including Plats – Tom Green County Clerk, Real Estate, 659-6552

NOTE: All information provided herein is based upon initial analysis of the property and is intended as a guide only; the City of San Angelo is not responsible for any error in this information or for any information concerning the property that is not included herein. Before purchasing any property, it is strongly advised to contact, at a minimum, the City and County offices listed above for the most up-to-date information.

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SAMPLE SALES CONTRACT

REAL ESTATE CONTRACT OF SALE
(FOR CASH SALE)

THIS REAL ESTATE CONTRACT OF SALE ("Agreement") is made by and between CITY OF SAN ANGELO, a Texas home-rule municipal corporation whose address is 72 W. College Avenue, San Angelo, Tom Green County, Texas 76903, (hereinafter "Seller") and, _____ (hereinafter "Purchaser"), upon the terms and conditions set forth in this Agreement.

ARTICLE I
PURCHASE AND SALE

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase, the real property described as the Surface Estate only in Lot 22, Block 5, Monterrey Addition to the City of San Angelo, SAVE AND EXCEPT THEREFROM that land conveyed by Grantor to the State of Texas in deed dated January 9, 1968, recorded in Volume 508, Page 457, Deed Records, Tom Green County, Texas (hereinafter "Property"), together with all and singular the rights and appurtenances pertaining to the property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

2.01 Amount of Purchase Price

The purchase price for the Property shall be the sum of _____ Dollars (\$ _____ .00).

2.02 Payment of Purchase Price

The full amount of the Purchase Price shall be due and payable at the closing.

ARTICLE III
CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS

The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions precedent (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

3.01 Preliminary Title Report

Within thirty-five (35) days after the date hereof, Seller shall cause _____ (*Title Company*) to issue a preliminary title report (the "Title Report") accompanied by copies of restrictive covenants and all recorded documents referred to in the Preliminary Title Opinion affecting title such as easements, rights-of-way, liens and encumbrances. Purchaser shall give Seller written notice on or before the expiration of twenty-one (21) days after Purchaser receives the Preliminary Title Report of any condition of title as set forth in the report not acceptable to Purchaser. In that event Seller may, at Seller's option, promptly undertake to eliminate or correct all unacceptable conditions of title to the reasonable satisfaction of Purchaser. If Seller chooses not to or is unable to correct the unacceptable conditions of title within twenty-one (21) days after receipt of the written notice thereof given by Purchaser, this Agreement shall thereupon immediately become null and void for all purposes and the Escrow Deposit shall be returned by the Title Company to Purchaser. Purchaser will be deemed to have approved all conditions of title disclosed by the preliminary title report to which Purchaser has made no timely objection as herein provided.

3.02 Survey

Purchaser at Purchaser's option and expense may commission and be responsible for the expense of a survey of the Property. It is a condition precedent to Purchaser's obligations under this Agreement that the survey not reveal a circumstance or condition relating to the Property that is unforeseen by the Purchaser. If such an unforeseen circumstance or condition is revealed by the survey, Purchaser may, at Purchaser's option, terminate this Agreement by giving written notice of termination to the Seller at any time on or before the expiration of twenty-one (21) days after Purchaser receives the Preliminary Title Report as provided in paragraph 3.01 above. If Purchaser

chooses not to give notice of an unforeseen circumstance or condition as provided by this paragraph, this condition precedent shall be deemed waived by the Purchaser.

3.03 Seller's Performance

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser, as of the closing date, as follows:

- (1) Seller has received no notice of pending or threatened condemnation or similar proceeding affecting the Property, nor to the knowledge of Seller is there any such proceeding contemplated by any governmental authority.
- (2) Seller has no knowledge of any pending or threatened claim or proceeding relating to access to the Property;
- (3) The property is zoned for _____; Seller has no knowledge of any non-conforming use or conditional use on the subject real property occurring within the preceding twelve months.
- (4) There are no lawsuits, claims, attachments, executions, or other proceedings pending, or to the Seller's knowledge, threatened, against or involving the Property;
- (5) Seller is not a "foreign person" as that term is defined in §1445 of the Internal Revenue Code of 1986, as amended;
- (6) Seller has not retained the services of a real estate broker and to Seller's knowledge no broker fee is or will be due or payable relating to the sale and conveyance of the Property as contemplated by this Agreement.
- (7) Seller expressly makes no representations or warranties pertaining to any buildings or residential structures that may be located on the Property.

Seller's representations and warranties made herein shall survive closing of the transaction contemplated by this Agreement.

ARTICLE V CLOSING

The closing shall be held at the office of _____ (*Title Company*) (referred to in this Agreement as "Title Company"), _____, San Angelo, Texas, 76903 on or before the 90th day after the last party executes this Agreement or at such time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "closing date"). At the closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed, in a form acceptable to the title company, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable, which shall be prorated between the parties to date of closing;
 - (b) Any exceptions and reservations approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions and reservations approved by Purchaser in writing; and
- (2) Deliver to Purchaser actual, exclusive possession of the property.

Costs, fees and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (a) If sale is unconsummated, any fees or expenses owed to Title Company shall be paid out of the escrow deposit;
- (b) Appraisal fees shall be paid by Purchaser;
- (c) Premiums for Mortgagee's Title Policy, if any, shall be paid by Purchaser;
- (d) Any escrow fee shall be paid by Purchaser;
- (e) Survey fees shall be paid by Purchaser;
- (f) Attorney's fees shall be borne by and paid by the party at whose request the legal work was performed.
- (g) Deed preparation and recording fees of same shall be paid by Seller;
- (h) Loan documents preparation and related recording fees, if any, paid by Purchaser;
- (i) Recording and copying costs shall be paid by Purchaser;
- (j) Costs for tax certificates shall be paid by Seller.

ARTICLE VI BROKERS

It is understood and agreed that no brokers have been involved in the negotiation and consummation of this Agreement.

ARTICLE VII ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Agreement, Purchaser has delivered to the Title Company, the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the Title Company to Seller in the event Purchaser breaches this Agreement as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid to Seller and applied against the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the Title Company that one or more of the conditions precedent to Purchaser's obligations set forth in Article III have not been met, or, in the, opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the balance of the Escrow Deposit remaining after withholding escrow fees and costs incurred, shall be forthwith returned by the Title Company to Purchaser.

ARTICLE VIII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may pursue any remedy to which Purchaser may be entitled at law or in equity, including: (1) enforce specific performance of this Agreement; (2) request that the Escrow Deposit shall be forthwith returned by the Title Company to Purchaser, after duly deducting Title Company fees and expenses which have been incurred; and (3) bring suit for damages against Seller.

ARTICLE IX BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property for reason other than default of the Seller and if the conditions precedent to Purchaser's obligations set forth in Article III are satisfied, Seller shall have the right to: (1) bring suit for damages against Purchaser or (2) receive the entire Escrow Deposit from the Title Company, the sum being agreed on as liquidated damages for Purchaser's breach of this Agreement

ARTICLE X

MISCELLANEOUS

10.01 Assignment of Agreement

This Agreement may not be assigned without the express written consent of Seller.

10.02 Survival of Covenants

Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

10.03 Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when hand-delivered or sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below with the signature of the party.

10.04 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

10.05 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

10.06 Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never existed.

10.07 Prior Agreements Superseded

This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

10.08 Time of Essence

Time is of the essence in this Agreement.

10.09 Gender

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10.10 The Term "Days"/Deadline

In this Agreement, the term "days" shall be construed to mean calendar days. All deadlines in this Agreement expire at 5:00 p.m. Central Standard Time. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not on a Saturday, Sunday, or national holiday.

10.11 Counterparts

If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

Dated and entered into this ____ day of _____, 2014.

Attest:

SELLER:

CITY OF SAN ANGELO
72 W. College Avenue
San Angelo, TX 76903

Alicia Ramirez, City Clerk

Daniel Valenzuela, City Manager

SAMPLE

PURCHASER:

Title Company acknowledges receipt of Escrow Deposit (Earnest Money) in the amount of \$500.00 and a copy of this Agreement executed by both Purchaser and Seller.

TITLE COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

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BID FORMS

Please submit one (1) original, one (1) copy and one (1) electronic copy in PDF format on CD or USB Flash drive of the following bid forms.

- Disclosure of Certain Relationships
- Conflict of Interest Questionnaire (if applicable)
- Local Preference Consideration (if applicable)
- Local Preference Consideration Application (if applicable)
- Debarment and Suspension Certification
- Addendum Acknowledgment
- Bid Sheet

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 W College, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

NOTICE TO VENDORS

Disclosure of Certain Relationships

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo no later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, appearing to read "Roger S. Banks".

Roger S. Banks
Division Manager

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Conflict Of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

OFFICE USE ONLY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

Date Received

By law, this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

2. [] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

[] Yes [] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

[] Yes [] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

[] Yes [] No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date



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**Local Government Officers Of The City Of San Angelo
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor
Councilmembers: Mayor Pro-Tempore: Charlotte Farmer, SMD 6
Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña



Local Preference Consideration

Section 271.9051 of the Texas Local Government Code “CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS”:

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This “Application For Local Preference Consideration” does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. **Complete the Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City: _____

Zip Code: _____

Business Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate “general” or “limited” _____
- Sole proprietorship _____

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information that I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

Signature

Printed Name

Title

Address

City, State Zip Code

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Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

**Debarment and Suspension Certification
INSTRUCTIONS**

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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Addendum Acknowledgment

The bidder is responsible for determining if any addendums have been issued and agrees that the prices(s) quoted on the Bid Sheet reflect any changes or modifications created by any addendum(s). All addendums are posted on the City's website as they are issued.

Receipt is hereby acknowledged of the following addenda to the Contract documents.

| | | | |
|-----------------------|-------|-----------|-------|
| Addendum No. 1 Dated: | _____ | Received: | _____ |
| Addendum No. 2 Dated: | _____ | Received: | _____ |
| Addendum No. 3 Dated | _____ | Received: | _____ |
| Addendum No. 4 Dated: | _____ | Received: | _____ |
| Addendum No. 5 Dated: | _____ | Received: | _____ |
| Addendum No. 6 Dated | _____ | Received: | _____ |

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

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Bid Sheet
RFB No: RE-02-14/W. Ave. Z

- Completed Disclosure of Certain Relationships (if applicable)
- Completed Conflict of Interest Questionnaire (if applicable)
- Completed Local Preference Consideration Application (if applicable)
- Completed Debarment and Suspension Certification **(REQUIRED)**
- Completed Addendum Acknowledgment **(REQUIRED)**
- Please submit one (1) original, one (1) copy and one (1) electronic copy in PDF format on CD or USB Flash drive of the following bid forms. **(REQUIRED)**

| ITEM | MINIMUM BID | BID AMOUNT |
|--|-------------|------------|
| PROPERTY DESCRIPTION: The Surface Estate Only in Lot 22, Block 4, Monterrey Addition, City of San Angelo, SAVE AND EXCEPT THEREFORM that land conveyed by City to the State of Texas in deed dated January 9, 1968, recorded in Volume 508, Page 457, Deed Records, Tom Green County, Texas. Located at 421 W. Ave. Z | \$ 7,975.00 | \$ |
| TOTAL BID | | \$ |

| | | |
|--|-----------------|-----------|
| BID SECURITY: \$500.00 | | |
| Money Order / Certified Check | INCLUDED | |
| # | YES | NO |
| <u>BIDS THAT DO NOT INCLUDE A BID SECURITY OF \$500.00 WILL BE CONSIDERED NON-RESPONSIVE.</u> | | |

Respondent understands the City reserves the right to reject any and all bids. Bids which are not signed and dated or bids which do not comply will all bid requirements herein, may be considered non-responsive and may be rejected.

Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID: _____

Payment Terms: _____

Telephone: _____ FAX: _____

Email: _____

THIS FORM MUST BE RETURNED WITH THE BID