



NOTICE OF SALE OF REAL PROPERTY

SALE BID #048-2010

Sale of Real Property – GROUP 2

BID Due Date: 3:00 P.M., NOVEMBER 30, 2009

Location: Purchasing Division, 218 E Central, Springfield, MO 65802

Buyer: Jason L. Finke, CPPO

email jfinke@springfieldmo.gov

Phone: 417-864-1624

Fax: 417-864-1927

Sealed bids will be received by the Purchasing Division at the specified location until the time and date cited above. Only bids received by the correct time and date will be recorded.

Bids must be submitted in an envelope with the Sale Bid number and the Bidder's name and address clearly indicated on the envelope. All bids must be complete and submitted by the time and date cited above.

Bidders are strongly encouraged to carefully read the entire Sale Bid.

October 30, 2009

Issue Date

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
SALE BID TERMS AND CONDITIONS**

1. INTRODUCTION/DESCRIPTION OF PROJECT:

The City of Springfield is soliciting sealed bids for the sale of various parcels of City owned property. It is desired by the City to award and sell each property on an individual basis to qualified individuals or firms with the most favorable bid for each property. This determination shall be made in accordance with Resolution 9711 (see attached). The City reserves the right to award multiple properties to a bidder if determined in the best interest of the City.

The City will convey the properties described herein to the successful bidder by Special Warranty Deed or Quit Claim Deed. The City reserves the right to place any necessary covenants on the property as necessary, based on the proposed usage described on the bidders Proposal Form.

1.1 Background:

The vacant lots were acquired as a result of Dangerous Building proceedings and the collection of liens. The City has established a reserve amount for each of the properties listed. The reserve amounts will be kept in a sealed envelope in the Purchasing Office, and will be revealed at the time of the bid opening.

1.2 Site Conditions:

The sites are currently zoned R-SF with one zoned GM and all are vacant. An official land survey has not been completed by the City at this time. The successful bidder shall be responsible for obtaining any required land survey including any easements, such as for utilities, as needed to be retained by the City for maintenance of public infrastructure.

1.3 Environmental Issues:

There are no "known" environmental issues at the sites. The sites remain vacant at this time. The property is being sold as is and as it exists.

1.4 Construction Readiness:

The City has not prepared any analysis of the site in terms of construction suitability. Construction readiness issues would be the responsibility of the successful bidder. This would include issues such as compaction of material, grading requirements, etc.

1.5 General Requirements:

1.5.1 Those submitting bids shall meet all requirements of City to be considered "eligible bidders" -- i.e. they cannot have defaulted or be in default on a present or past obligation to the City.

1.5.2 Bidder cannot currently be in violation of any local ordinances, rules or regulations.

1.5.12 Inspection: The property for sale will be available for inspection, 8:00 am to 4:30 pm, Monday through Friday. Please contact Paul Bles or Steve Shanholtzer at phone number: 417-864-2057 or 417-864-1938 to schedule an inspection. Failure on the part of the Bidder to inspect the property will not be considered as grounds for any claims for adjustment.

1.5.13 Award: Any award made hereunder shall be by written document issued by the Division of Purchases. Verbal awards are prohibited; however, the City Buyer administering the bid may discuss the bid results upon request.

The City of Springfield, Missouri, at its sole option, may delay any decision to award or cancel the bid for up to ninety (90) days following the bid opening date; and further, reserves the right to reject any or all bids and unless otherwise specified by the Bidder, to accept any item in the bid. The City may award by item or combination of items as may be in the City's best interest.

1.5.14 Approval Requirements: Award of this property is contingent upon approval by City Council of the sale.

1.5.15 Payment: Payment shall be made at the time of closing or transfer of title. Closing or transfer of title will be scheduled by the City. Payment shall be made in cash or by cashiers' check payable to the Director of Finance, City of Springfield, MO. Check shall be made to the Director of Finance, City of Springfield, MO.

1.5.16 Time Limit: The successful Bidder shall complete property transactions within ninety (90) calendar days from date of acceptance of the sale.

1.5.17 Excess Of \$10,000.00: Bids in excess of \$10,000.00 are also subject to City Manager acceptance and approval. In such case, Bidder agrees that all bids made are irrevocable for a period of ninety (90) calendar days from the date bids are opened and agrees to such as a condition of bidding.

Under \$10,000.00: Bidder agrees that all bids under \$10,000.00 are irrevocable for a period of ninety (90) calendar days from date bids are opened and agrees to such as a condition of bidding.

1.5.18 Failure to Pay: In the event the Bidder fails to make payment within the time specified herein, the City may sell to another buyer and the Bidder shall be liable to the City for the amount of loss caused by such failure to pay for the property.

1.5.19 Title Work: The Bidder is responsible for securing title search, title commitment, and/or title insurance at their own expense and discretion.

1.6 BID SUBMISSION REQUIREMENTS:

1.6.1 Sealed bids with one (1) original shall be received at the Purchasing Division no later than **3:00 p.m., November 30, 2009**. Bids will not be accepted after this time. Bids shall be addressed as follows:

For Mail or Hand Delivery

**CITY OF SPRINGFIELD
JASON L. FINKE, CPPO
SENIOR BUYER
218 E. CENTRAL
SPRINGFIELD, MO 65802**

Submitted envelopes should be marked: **"SALE BID #048-2010"**

1.6.2 Addendum: If it becomes necessary to revise or amend any part of this Sale Bid, the City Purchasing Agent will furnish the revision by written Addendum to all prospective bidders who received an original Sale Bid.

1.6.3 Questions Regarding Specifications or Bidding Process: To ensure fair consideration for all bidders, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided herein. Additionally, the City prohibits communications

initiated by a bidder to the City official(s) or employee(s) evaluating or considering the bids prior to the time an award decision is made. Any communication between the bidder and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid(s).

- A. Any questions relative to interpretation of specifications or the bid process shall be addressed to the City Purchasing Agent in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for receipt of bids will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an Addendum to the Sale Bid which, if issued, will be conveyed in writing to all prospective Bidders not later than five (5) days prior to the date set for receipt of bids.
- B. It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and to return executed Addendum with the bid.

Direct inquiries to:

CITY OF SPRINGFIELD

JASON L. FINKE, CPPO, SENIOR BUYER

218 E. CENTRAL

SPRINGFIELD, MO 65802

(417) 864-1624 PHONE; (417) 864-1927 FAX

JFINKE@SPRINGFIELDMO.GOV

1.6.4 Earnest Money: All bids shall include a price to be paid to the City for the land and must include earnest money, in the form of a cashier's check or money order, in the amount of 5% of purchase price or \$ 1,000.00 whichever is greater.

1.6.5 Default: If bidder defaults on agreement with City, bidder shall forfeit earnest money to cover costs of re-bidding the project and re-award.

1.6.6 Late Bids: Bids received by the City after the time specified for receipt will not be considered. Bidders shall assume full responsibility for timely delivery of the bids to the location designated for receipt of bids. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a bid can be considered.

1.6.7 Completeness: All information required by the bid must be supplied to constitute a legitimate bid. Required documents include:

- A. Proposal Form for each property being bid.
- B. Earnest money for each property being bid.
- C. Affidavit of Compliance for all properties being bid.

1.6.8 Costs for developing bids in response to this Sale Bid are entirely the obligation of the bidder(s) and shall not be chargeable in any manner to the City of Springfield.

1.6.9 The City reserves the right to conduct personal interviews with any or all bidders prior to selection. The City will not be liable for any costs incurred by the Bidder in connection with such interview (including travel, accommodations, etc.).

1.6.10 The City reserves the right to waive minor irregularities in the procedures.

1.6.11 All materials submitted as response to this Sale Bid shall become the property of the City of Springfield.

1.6.12 The City of Springfield reserves the right to use any and all information presented in any response to the Sale Bid. Acceptance or rejection of the bid does not affect this right.

2. SCOPE OF SERVICES

The City is seeking bids for the purchase of these sites.

2.1 Properties for Sale

- (1) **1735 N Clay Ave** -- Zoned R-SF (Residential Single-Family)

Legal Description: Frisco Add Lot 27

Parcel No. 1312407023

- (2) **827 S Weaver Ave** -- Zoned R-SF (Residential Single-Family)

Legal Description: Allen Place Add 5 FT W of & Adj & All Lot 28

Parcel No. 1323319023

- (3) **916 S Market Ave** -- Zoned R-SF (Residential Single-Family)

Legal Description: Widmans Add Lot 16

Parcel No. 1323420027

- (4) **900 W College St** -- Zoned CS (Commercial Services District)

Legal Description: McCluers M M Add E ½ Lot 7 Blk (Ex St)

NOTES: 50 Ft Wide Lot; Difficult to Develop Due To Size.

Parcel No. 1323124001

- (5) **2305 W Nichols St** -- Zoned R-SF (Residential Single Family)

Legal Description: Orchard Hgts Add E 46.66 Ft W 93.33 Ft Lots 21, 22, & 23 Blk 2

Parcel No. 1315217020

- (6) **2632 W Brower St** -- Zoned R-SF (Residential Single Family)

Legal Description: 4th Add Fairfield Acres Lot 5 Blk B

Parcel No. 1315306029

- (7) **2808 W Olive St** -- Zoned R-SF (Residential Single Family)

Legal Description: Westport Add Lot 10 Blk 25

Parcel No. 1321128003

NOTE: All information provided herein is for informational purposes. The bidder must execute due diligence to verify information prior to submitting a bid. The link to the Greene County Assessor's Office is as follows:

<http://www.greenecountyassessor.org/Search/GenericSearch.aspx?mode=address>

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **1735 N CLAY AVE**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **827 S WEAVER AVE**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **916 S MARKET AVE**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **900 W COLLEGE ST**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **2305 W NICHOLS ST**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **2632 W BROWER ST**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

PROPOSAL FOR PURCHASE

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as **2808 W OLIVE ST**, Springfield, Missouri accepts the property in "as is" condition and proposes the following:

Bid Amount: _____ Dollars (\$_____)

Special Conditions (if any) _____

Proposed use of the property _____

It is understood that the City of Springfield, Missouri intends to accept the proposal that it finds will be in the best public interest on the basis of price and in accordance with Resolution 9711. It is further understood and agreed that the City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

SAMPLE - SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ____ day of _____, 2009, by and between the City of Springfield, Missouri, a municipal corporation, of the County of Greene in the State of Missouri, Grantor, whose mailing address is 840 Boonville Ave., Springfield, MO 65802, and _____, whose mailing address is _____, Grantee.

WITNESSETH, That Grantor, in consideration of the sum of _____ Dollars-(\$_____) and other valuable consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, SELL AND CONVEY, unto the said Grantee, _____ successors and assigns, the following described land lying, being and situate in the County of Greene and State of Missouri, to-wit:

PROPERTY DESCRIPTION TO BE INCLUDED HERE AT TIME OF SALE

Grantor retains, and the property conveyed is subject to, a perpetual easement for storm water drainage, collection, ponding, and storage over and across the entire tract. The foregoing shall run with the land and be binding upon Grantee's heirs, successors, assigns and grantees.

TO HAVE AND TO HOLD the same, subject to the foregoing, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, and Grantor shall Warrant and Defend Grantee, Grantee's successor, heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, except for:

- (a) rights or claims of parties in possession not shown by public records;
- (b) easements, or claims of easements, not shown by matters which would be disclosed by an accurate survey or inspection of the premises;
- (c) encroachments, overlays, boundary disputes or other matters which would be disclosed by an accurate survey or inspection of the premises;
- (d) any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records;
- (e) all restrictions, covenants, rights-of-way, and easements of record; and
- (f) all zoning or subdivision regulations.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on the date first above written.

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Mayor

Attest:

City Clerk

STATE OF MISSOURI

ACKNOWLEDGMENT

COUNTY OF GREENE

On this ____ day of _____, 2009, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2009.

Notary Public

My term of office expires: _____

Sample - Missouri Quitclaim Deed

THIS INDENTURE, effective as of the ___ day of _____, 20____, by and between _____, a _____, party of the first part, and _____, a _____, having its principal offices at _____, party of the second part.

WITNESSETH, that the party of the first part, in consideration of the sum of _____ DOLLARS (\$_____), and other good and valuable consideration to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE, and FOREVER QUIT CLAIM unto the party of the second part, the following described lots, tracts, or parcels of land lying, being, and situated in the County of _____, and State of Missouri to-wit:

PROPERTY DESCRIPTION TO BE INCLUDED HERE AT TIME OF SALE

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the party of the second part and unto its heirs and assigns forever; so that neither the party of the first part nor its heirs or assigns, nor any other person or persons, for whom or in whose name or behalf, will hereinafter claim or demand any right or title to the described premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The party of the first part has caused these presents to be signed as of the day and year first above written.

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Mayor

Attest:

City Clerk

STATE OF MISSOURI

ACKNOWLEDGMENT

COUNTY OF GREENE

On this ____ day of _____, 2009, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2009.

Notary Public

My term of office expires: _____

**CITY OF SPRINGFIELD
STATEMENT OF NO BID
SALE BID #048-2010**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR SALE BID TO: CITY OF SPRINGFIELD, PURCHASING DIVISION, 218 E. CENTRAL, SPRINGFIELD, MO 65802 OR FAX 417 864-1927.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **SALE BID NO. 048-2010 FOR SALE OF REAL PROPERTY – GROUP 2** FOR THE FOLLOWING REASON(S):

- _____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.
- _____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE CITY OF SPRINGFIELD FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____