

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
SALE BID #037-2020 TERMS AND CONDITIONS**

1. INTRODUCTION/DESCRIPTION OF PROJECT:

The City of Springfield is soliciting sealed bids for the sale of the following parcel of City owned property. The City will award and sell the property on an individual basis to qualified individuals or firms with the most favorable bid for each property.

The City will convey the property 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:

In most cases the lots were acquired as a result of dangerous-building proceedings and the collection of liens. The City has established a minimum asking price for each of the properties listed, unless otherwise noted.

1.2 SITE CONDITIONS:

The sites currently have various zonings, and all are vacant; unless stated otherwise. 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. Unless otherwise stated the sites remain vacant at this time; unless stated otherwise. 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.
- 1.5.3 **Inspection:** Before submitting a bid, Bidders shall visit the property sites to fully inform themselves as to all existing conditions and limitations. Any bidder that fails to inspect, or inadequately inspects, the property, forfeits any claims against the city such adequate inspection would have revealed. Improved properties for sale (listed below) will be available from 8:30 am to 3:30 pm, Monday through Friday. Please contact Todd Cox at 417-864-1708 to schedule an inspection. **The City requests you allow a minimum of two (2) days' notice for an appointment to be scheduled.**

- 1.5.4 **Award:** Any award made hereunder shall be by written document issued by the City of Springfield. 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.
- 1.5.5 **Approval Requirements:** Award of this property is contingent upon approval by City Council of the sale.
- 1.5.6 **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 by cashiers' check payable to the Director of Finance, City of Springfield, MO unless otherwise specified by a title-insurance company.
- 1.5.7 **Time Limit:** The successful bidder shall complete property transactions within ninety (90) calendar days from date of acceptance of the sale.
- 1.5.8 **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.
- 1.5.9 **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.
- 1.5.10 **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 Division of Purchases no later than **TUESDAY NOVEMBER 19th, 2019 AT 3:00 P.M. CST.** Bids will not be accepted after this time. Bids shall be addressed as follows:

For Mail or Hand Delivery to:

City of Springfield, MO

Todd Cox, Buyer II

218 E. Central

Springfield, MO 65802

Submitted envelopes should be marked: **"SALE BID #037-2020"**

1.6.2 **Addendum:** If it becomes necessary to revise or amend any part of this sale bid the addendum will be posted on the City’s website. It is the responsibly of the bidder to check the City’s website for any addenda prior to submitting their offer.

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 Division of Purchases prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return an executed addendum with the bid.

Direct inquiries to:
 CITY OF SPRINGFIELD, MO
 TODD COX, BUYER II
 218 E. CENTRAL
 SPRINGFIELD, MO 65802
 PHONE (417) 864-1708 FAX (417) 864-1927
TCOX@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 made out to the City of Springfield, MO in the amount of 5% of the 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. Bidder 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 regard 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.
 - D. Conflict of Interest Form
 - E. These pages identified with "RETURN THIS PAGE" located in the lower right-hand corner of said pages
- 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 a 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.
- 1.6.13 **Equal Opportunity Clause:** The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that the City affirmatively ensure that in any contract entered into pursuant to this solicitation that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **AFFIDAVIT OF COMPLIANCE**.

2. SCOPE OF SERVICES

The City is seeking bids for the purchase of these pieces of property:

Note: All lots must receive certification by the City of Springfield prior to sale approval.

1634 W. Nichols

Zoned: R-SF

Parcel Number: 881315402003

Legal Description: EAGLE HGTS PLACE W 60FT LOTS 1 2 3 & W 60FT N 30 FT LOT 4 BLK B

Asking Price: \$10,000.00

2444 N. Benton

Zoned: R-SF

Parcel Number: 881301306014

Legal Description: WILKERSONS ADD N1/2 LOT 87 & ALL LOT 88 & S1/2 LOT 89

Asking Price: \$13,600.00

1216 N. Forest

Zoned: R-SF

Parcel Number: 881315218039

Legal Description: ORCHARD HGTS ADD LOT 43 BLK 3

Asking Price: \$8,500.00

Note: All of Lot Forty-three (43), Block Three (3) in Orchard Heights Addition, according to the recorded plat, the City of Springfield, Greene County, Missouri. Tract is subject to permanent sanitary sewer easement over and across the East 10 feet thereof.

1537 W. Florida

Zoned: R-SF

Parcel Number: 881311307011

Legal Description: OZARK HGTS LOT 13 BLK 16 (EX PT FOR HWY)

Asking Price: \$7,500.00

1851 N. Main

Zoned: R-SF

Parcel Number: 881311404034

Legal Description: WOODLAND HEIGHTS ADD ALL LOT 12 & S 10 FT LOT 11 BLK 18 & E1/2 VAC ALLEY ADJ W

Asking Price: \$10,000.00

Note: All of Lot Twelve (12) and the South Ten (10) feet of Lot Eleven (11) Block Eighteen (18) Woodland Heights Addition and the East One-Half (E ½) of the vacated alley adjoining to the West, in the City of Springfield, Greene County, Missouri. The West 8 feet of the above described tract is subject to a permanent sanitary sewer easement.

1051 S. Golden

Zoned: R-SF

Parcel Number: 881328202034

Legal Description: WEST GRAND ST SUBURBS LOT 9 BLK A

Asking Price: Make Offer

Note: Includes the release to satisfy the sewer lien. All of Lot 9 of Block A, West Grand Street Suburbs, a subdivision in the City of Springfield, Greene County, Missouri. Tract is subject to a permanent sanitary sewer easement described as, the West 15 feet of the South 44 feet of Lot 9 and the South 15 feet except the West 15

feet thereof, of Lot 9 of Block A, West Grand Suburbs a subdivision in the City of Springfield, Greene County Missouri

1342 E. Blaine**Zoned: R-SF****Parcel Number:** 881207313007**Legal Description:** ARRINGTONS ADD LOT 8 (EX S 50 FT)**Asking Price:** Make offer**Note:** Unless the property is connected to City public sewer this lot is not buildable. Purchaser would be required to connect to existing sewer main.**2121 W. Lynn****Zoned: R-TH****Parcel Number:** 881315107011**Legal Description:** BEVERLY HILLS ADD REPLAT LOT 29 BLK 6**Asking Price:** Make Offer**Note:** This property is only available to adjacent property owners. All potential purchasers should exercise due diligence in inspecting this property and before bidding on it. It may have a sinkhole, which city engineers can neither confirm nor deny. There is a depression on the property that could be a sinkhole, but it could also be the results of the ground settling because of roots and stump decaying from an old tree, or an old septic tank, or something else entirely.**1129 W. Nichols****Zoned: R-SF****Parcel Number:** 881314208007**Legal Description:** Queen City Add S 118 FT Lots 86 & 87**Asking Price:** Make Offer**Note:** Unless the property is connected to City public sewer this lot is not buildable. City would need to be granted space for a right-of-way triangle.**528 N Homewood****Zoned: R-SF****Parcel Number:** 881316411007**Legal Description:** Fairfield Acres 1st Add S1/2 Lot 3 BLK D**Asking Price:** Make Offer**Note:** Unless the property is connected to City public sewer this lot is not buildable.**1333 S. Kentwood****Zoned: R-SF****Parcel Number:** 881230121018**Legal Description:** Country Club EST 2nd Add Lot 15**Asking Price:** Make Offer, available to adjacent property owners only.**Note:** This is a non-buildable lot with a drainage easement. City will waive combination fee to combine this lot with lot it is connecting to.

2017 N. National

Zoned: GR

Parcel Number: 881312132006

Legal Description: Hobart's Add Lot 9 Blk 4

Asking Price: Make Offer

Note: Zoned General Retail and must be connected to sewer. No single-family housing can be built on this property. City would need to be granted space for right-of-way

1036 W. Division

Zoned: HC

Parcel Number: 881314201005

Legal Description: Englewood Add Lot 12 BLK 1

Asking Price: Make Offer

Note: Property as zoned could be first floor commercial with upstairs residential. City would need to be granted space for a right-of-way triangle.

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.greencountymo.org/assessor/index.php>

**CITY OF SPRINGFIELD
SALE BID #037-2020
PROPOSAL FOR PURCHASE**

(Insert property address below. Use a separate sheet for each property bid)

The undersigned being fully familiar with the property and terms of sale for the City of Springfield, Missouri property, commonly referred to as _____, 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. The City of Springfield, Missouri reserves the right to waive informalities and to reject any and all bids.

Submitted By:

(name/company name)

(signature of bidder)

(printed or typed name)

(signature of bidder)

(printed or typed name)

(street address)

(telephone)

(city, state, zip)

(fax)

(date)

(e-mail)

Reserve for Recorder of Deeds

SAMPLE - SPECIAL WARRANTY DEED

THIS DEED, made on this ____ day of _____, 2019, 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, though, 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
COUNTY OF GREENE

ACKNOWLEDGMENT

On this ____ day of _____, 2019, 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 _____, 2019.

Notary Public
My term of office expires: _____

Reserve for Recorder of Deeds

Sample - Missouri Quitclaim Deed

THIS DEED, effective as of the _____ day of _____, 2019, 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

COUNTY OF GREENE

ACKNOWLEDGMENT

On this _____ day of _____, 2019, 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 _____, 2019.

Notary Public

My term of office expires: _____

**CITY OF SPRINGFIELD
AFFIDAVIT OF COMPLIANCE
SALE BID #037-2020**

To be submitted with vendor's Bid

_____ We **DO NOT** take exception to the sale bid Documents/Requirements.

_____ We **TAKE** exception to the sale bid Documents/Requirements as follows:

I have carefully examined the sale bid and agree to abide by all submitted terms and conditions of this bid unless otherwise stipulated herein.

Name/Company Name _____

By _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Address _____

Telephone Number _____

Email _____

FAX: _____

FEID No. _____

Date: _____

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City’s Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment

Vendor certifies that (check all that **apply**):

- 1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
- 2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

- 3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
- 4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
- 5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

**CITY OF SPRINGFIELD
STATEMENT OF NO BID
SALE BID #037-2020**

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, Division of Purchases, 218 E. Central, Springfield, MO 65802 or fax 417-864-1927.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR SALE BID #037-2020 FOR SALE OF REAL PROPERTY - GROUP 28 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 SALE 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: _____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____