



**INVITATION TO BID**

**# W2019-134-B**

**for**

**SALE OF REAL PROPERTY  
802 W. KIRBY ST., WYLIE TX 75098**

*BIDS ARE DUE TO THE PURCHASING DEPARTMENT*

***PRIOR TO:***

**September 26, 2019 @ 9:00 am CDT**

LATE BIDS WILL NOT BE ACCEPTED

***BIDS MAY BE SENT VIA DELIVERY SERVICE or U.S. POSTAL SERVICE to:***

**GLENNA HAYES A.P.P., C.P.M.**

**PURCHASING MANAGER**

**CITY OF WYLIE**

**300 COUNTRY CLUB ROAD**

**WYLIE, TEXAS 75098**

**[glenna.hayes@wylietexas.gov](mailto:glenna.hayes@wylietexas.gov)**

**Time Critical Competitive Sealed Proposal Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures, that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.**



## CITY OF WYLIE

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylieneews.com](http://www.wylieneews.com). City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award.
  - F. Where required by law, must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.
10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".



11. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.



21. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening by emailing: [purchasing@wylietexas.gov](mailto:purchasing@wylietexas.gov); please include "Bid Summary Request for Bid #..." in the email subject line.
27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City Council by emailing: [purchasing@wylietexas.gov](mailto:purchasing@wylietexas.gov).

## GENERAL TERMS AND CONDITIONS

### Bonding, Purchase Order and Payments:

37. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted to the City prior to commencement of any work pursuant to the agreement provisions.
38. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on



September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

39. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
40. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
41. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.
42. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
43. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
44. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act, unless otherwise specified by the City in the bid/proposal packet.
45. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
46. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

**CONTRACT:**

47. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
48. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
49. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
50. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
51. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
52. **INDEMNIFICATION:** **VENDOR/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK**



INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THE CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THE CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VENDOR/CONTRACTOR, AT ITS OWN EXPENSE, IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

53. **TERMINATION FOR DEFAULT:** the City of Wylie reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
54. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
55. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.



56. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.
57. **IRCA (Immigration Reform and Control Act) COMPLIANCE:** The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.
58. **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 government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [http://www.wylietexas.gov/city\\_government/city\\_secretary/forms1.php](http://www.wylietexas.gov/city_government/city_secretary/forms1.php). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

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## SECTION I

### **INTRODUCTION:**

Competitive sealed bids are being accepted for the sale of real property located in the City of Wylie, Collin County, Texas, as described in Section II – Legal Descriptions (the “Property”). The Property is generally located at 802 W. Kirby St., Wylie TX 75098, and is currently vacant.

In 2016 the EPA completed remediation through its Superfund Division of the current site previously owned and operated by Chemical Recycling, Inc. (CRI). A Ready For Reuse Certificate was issued by the EPA. Further, the City of Wylie has assigned a Municipal Setting Designation (MSD) to the site and is currently enrolled in the Voluntary Cleanup Program via the Texas Commission on Environmental Quality to address ground water contamination created by CRI operations. At this time, the MSD HAS NOT been certified by the TCEQ. As well, a VCP Certificate of Completion HAS NOT been issued by the TCEQ for this property.

### **APPRAISAL VALUES:**

802 W. Kirby St. - The size of the site has been estimated at 1.6 acres based upon a standard depth for retail development. The City is initiating an appraisal to determine the value of the portion of the property being sold. All bids will be reviewed for acceptance against the final appraisal.

### **SELECTION FOR AWARD:**

The City intends to enter into a Real Estate Sales Contract with the bidder who submits the best overall value for development of the Property and is deemed most advantageous to the City. Sealed bids will be reviewed based on purchase price, reputation of the bidder, and the proposed construction and use of the property. The Wylie City Council will approve the final selection.

The City may have discussions with any or all bidders. These discussions may include, but are not limited to, requests for additional information, modifications or revisions to the original Invitation to Bid as allowed by law, or oral presentations to City staff or to the City Council.

The City reserves the right to reject any and all bids received as a result of this Invitation to Bid, to waive any irregularities or informalities, to agree to modifications allowed by law, and to accept any response deemed to be in the City’s best interest. Incomplete bids may not be considered. The City reserves the right to reject any contingencies as it pertains to any purchase offer for the Property

The City further reserves the right to reject a response if more than one response is received from an individual/entity, and/or if it is suspected or found that collusion exists among bidders. No Public Official, employee, or agent of the City shall have any interest in this Property that violates federal, state or local law, including without limitation the provisions of Texas Local Government Code Chapter 171.

The Successful Bidder shall not sell, assign, transfer or convey the bid or any resulting Real Estate Sales Contract, in whole or in part, without the prior written consent of the City. Final award is subject to evaluation of an appraisal.

### **PROPERTY INSPECTION**

It is the Bidders’ responsibility to investigate the Property before submitting a Bid. Bidders may, at their expense, complete or cause to be completed, inspections, studies or assessments of the Property.





Bidders and/or their agents are directed to contact **Sam Satterwhite at 972-442-7901** between the hours of 8:30 am – 3:00 pm CDT (Monday – Friday) to schedule and coordinate inspections, studies or assessments.

Bidders shall employ only trained, insured, qualified and duly licensed inspectors and assessors. Bidders shall restore the Property to its original condition if altered due to inspections, studies, or assessments that a Bidder completes or causes to be completed. NO PERMANENT ALTERATIONS OR DESTRUCTIVE TESTING IS PERMITTED.

City will make relevant reports and other documents in its possession pertaining to the Property available for review upon Bidders' reasonable request.

Bidder is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Bidder's inspections, studies or assessments of the Property, including any property damage or personal injury. Bidder shall indemnify, hold harmless, and defend City and City's officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind including, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the any act or omission of Bidder or Bidder's agents, employees or representatives on or about the Property.

**BID EXPENSES:**

The City is not responsible for any expenses incurred by the potential Bidder during the bid process, including but not limited to bid preparation, property inspection or independent reports. Any and all expenses are the responsibility of the potential Bidder.

**EARNEST MONEY**

By submitting a bid, Bidder represents that the Bidder has sufficient funds to pay the Sales Price per the final negotiated contract.

Bidder shall submit \$10,000.00, as Earnest Money (herein so called), in the form of a cashier's check made out to the **City of Wylie, 300 Country Club Road, Wylie, Texas 75098** upon submission of bid. In the event Bidder shall not be awarded the bid for the purchase of the Property, the Earnest Money shall be returned to the Bidder upon execution of a release satisfactory in form and substance to Seller, on or before ten (10) business days after the awarding of the successful bid.

The earnest money will be held until all Contract Documents are executed by both parties, and returned to the Bidder in accordance with the negotiated terms.

**CONTRACT EXECUTION**

Successful Bidder will be required to execute a Real Estate Sales Contract, Special Warranty Deed, and the Due Diligence License Agreement (if applicable), or other documents as deemed necessary (collectively, "Contract Documents"). Contract Documents shall be written and approved by the City's legal firm. Issues to be negotiated in good faith between the City and chosen bidder will include, but are not be limited to the following:

1. Survey and Title
2. Title Company
3. Seller's Representation



4. Inspection Period
5. Extension of Inspection Period
6. Termination of the Contract
7. Delivery and Review of Documents
  - a. Delivery and Review of Phase I, Phase II, Environmental Survey's, Existing Work, and TCEQ Documentation Associated with VCP ID Number 2964
8. Limited Assignment
9. Closing Date
10. Seller's Closing Obligations
11. Purchaser's Closing Obligations
12. Closing Costs
13. Rollback Taxes
14. Default Remedies
15. Agency Disclosure
16. Professional Service Fees
17. Attorney's Fees
18. Potential Infrastructure Participation for Shared Access Drive
19. Requirements of the Seller to secure a VCP Certificate of Completion via the TCEQ
20. Consideration Provided by Seller for Vapor Barrier as MAY be Required by TCEQ
21. Dispute Resolution
22. Platting Requirements
23. Seller Approval of Building Elevations and Building Materials
24. Seller's Ability to Secure Zoning for its Intended Use

#### **PAYMENT TERMS**

Successful Bidder shall deposit the entire purchase price with the City as negotiated in the Contract Documents. The transfer of title will occur within a reasonable time following the deposit of the purchase price.

#### **PROPERTY RESTRICTIONS AND ENCUMBRANCES**

The Successful Bidder will be bound by the covenants and restrictions that run with the land, if any.

#### **NO REPRESENTATIONS OR WARRANTIES**

**CITY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PROPERTY OR ANY INFORMATION DELIVERED BY CITY TO BIDDER IN CONNECTION WITH THE PROPERTY. BIDDER IS PURCHASING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS AND DEFECTS", KNOWN OR UNKNOWN, PATENT OR LATENT, WITHOUT ANY REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY OR QUALITY, AND IN SOLE RELIANCE ON BIDDER'S OWN INDEPENDENT INSPECTION, INQUIRY OR INVESTIGATION. CITY IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, PLATTING, SUBDIVISION, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, GOVERNMENT APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTERS OR THINGS RELATING TO OR AFFECTING THE PROPERTY. CITY IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER,**



**EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY IMPROVEMENTS OF THE PROPERTY CONVEYED; AND THE MANNER OR REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY CITY, ANY AGENT OF CITY OR ANY THIRD PARTY. CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY OTHER PERSON. NO GUARANTEE OR ASSURANCE CONCERNING THE PROPERTY HAS BEEN MADE AND NO CITY EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY GUARANTEE OR ASSURANCE.**

**QUESTIONS DEADLINE:                    September 18, 2019 @ 12:00 noon CDT**

The City of Wylie – Purchasing Department will accept written questions up until 12:00 NOON (CT) on September 25, 2014. Verbal and/or faxed inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any City employee other than the Purchasing Department. Responses will be published in the form of an addendum.

All questions must include contact person, address and email, and must be submitted in writing prior to the deadline.

Glenna Hayes C.P.M.  
Purchasing Manager, City of Wylie  
[glenna.hayes@wylietexas.gov](mailto:glenna.hayes@wylietexas.gov)

**COMMUNICATION:**

No verbal agreement or conversation with any officer, agent or employee of the City and any potential bidder, either before or after the closing of the bid, shall be binding on the City or affect or modify any of the terms or obligations hereunder.

**SUBMISSION of BIDS:    September 26, 2019 prior to 9:00 am CDT**

Bids will be accepted by the City of Wylie Purchasing Department prior to the indicated time.

City of Wylie  
Purchasing Department  
Bid # W2019-134-B  
300 Country Club Rd.  
Wylie, TX 75098

Bids may be submitted via delivery service, courier, U.S. Postal Service, or in person and must clearly indicate the bidders name and bid # W2019-134-B.

Responses will not be accepted by facsimile transmission or email. Responses submitted early may be withdrawn by the submitter prior to the deadline. All responses must remain valid for at least 90 days, and will remain the property of the City of Wylie.



It is the sole responsibility of the respondent to ensure timely delivery of the proposal. The City will not be responsible for the failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposing firm.

**PUBLIC OPENING:**

Bids will be publically opened and read on September 26, 2019 @ 9:00 am CDT.

**NOTICE OF PUBLIC DOCUMENTS:**

Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

**PROPERTY LEGAL DESCRIPTION - 802 W. Kirby Street, Wylie, TX**

The City is selling an approximate 1.6 acre tract out of the 4.67 acre parcel within the E C Davidson Survey. Abs A0266 E C Davidson Survey, Tract 3, 4.67 Acres

*A 1.60459-acre parcel located at 802 West Kirby in Wylie, Texas fronting F.M. 544 and part of a 4.67-acre tract more specifically located at the northwest corner of F.M. 544 and the Kansas City Southern Railway Company railroad crossing which is approximately 640 feet west of the intersection of F.M. 544 and State Highway 78, Wylie, Texas.*



**BID FORM**



**W2019-134-B**

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**Please print Bidder or Agent Name**

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**Telephone number and email address**

**802 W. KIRBY STREET, WYLIE, TX 75098**

**PRICE BID PER SQ. FOOT:**                    \$ \_\_\_\_\_ . \_\_\_\_\_

**\* TOTAL PRICE:**                                \$ \_\_\_\_\_ . \_\_\_\_\_

**\* Approximately 69,696 sq.ft. (1.6 acre parcel).  
Lot size and valuation are subject to final appraisal documents.**

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**(price in written word prevails)**

*A 1.60459-acre parcel located at 802 West Kirby in Wylie, Texas fronting F.M. 544 and part of a 4.67-acre tract more specifically located at the northwest corner of F.M. 544 and the Kansas City Southern Railway Company railroad crossing which is approximately 640 feet west of the intersection of F.M. 544 and State Highway 78, Wylie, Texas. Abs A0266 E C Davidson Survey, Tract 3, 4.67 Acres*

**Bidder must attach a statement of the intended construction and use of the property.**

## **COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

By submitting a response to this solicitation, the Firm hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

### **CERTIFICATION OF ELIGIBILITY**

The Firm certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and execution of a contract, the Firm will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

### **DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a response to this solicitation, the Firm agrees to comply with Texas Government Code Section 2252.908. Firm agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

### **CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The Firm certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the Firm for all persons who will provide services to City.

**COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

### **NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer of the submitting Firm or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

### **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or

person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

**DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL**

Government Code 2270 (Texas HB 89 effective 9/1/2017): the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

**DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**Authorized Representative:**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to certify with witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**VENDOR SUPPLEMENTAL INFORMATION**  
The following information is required for contract development.

1. In what state was your business formed? \_\_\_\_\_

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4. Is your company minority or woman owned?  Yes  No

a. If yes, specify:  MBE  WBE

b. Has your company been certified MBE or WBE by any governmental agency?  Yes

No

c. If yes, specify the governmental

agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_



**5. Select one of the following:**

- a.  Sole Proprietorship
- b.  General Partnership
- c.  General Partnership
- d.  General Partnership
- e.  Limited Partnership
- f.  Corporation
- g.  Limited Liability Company
- h.  Other Entity (not listed)

**6. Complete the following:**

Company Legal Name: \_\_\_\_\_

Business address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**W2019-134-B**

**Vendor Acknowledgment Form**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Address, Phone and Fax of Majority  
Owner Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_  
#5 \_\_\_\_\_