

INVITATION FOR BIDS FOR THE SALE OF REAL PROPERTY

CITY OF DAYTON, TEXAS

RFB2025-1

6.4213 ACRE TRACT OF LAND

700 HWY 90

DAYTON, TEXAS 77535

CITY OF DAYTON

117 COOK STREET

DAYTON, TEXAS 77535

BIDS DUE: 3/6/2025

NOTICE TO BIDDERS

The City of Dayton is soliciting sealed bids to be received by the City Manager located at 117 Cook Street, Dayton, Texas 77535. The City of Dayton's normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until 3:00 p.m. Central Time on Thursday, March 6, 2025, shortly thereafter, all submitted bids will be gathered and taken to the Conference Room in City Hall to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Manager prior to the bid opening date and time. The receiving time at City Hall will be the governing time for acceptability of the bids. Bids will not be accepted by telephone, e-mail, or facsimile machine. All bids must bear original signatures and figures.

The Bid shall be for:

RFB2025-1

6.4213 Acre Tract of Land

700 HWY 90

Dayton, TX 77535

Bidding documents can be downloaded from the City of Dayton's website: www.cityofdaytontx.com or by contacting the City's City Manager: Derek Woods, located at 117 Cook Street, Dayton, TX 77535, by calling (936)258-2642, or by e-mailing your request to dwoods@daytontx.org.

The sale of this property owned by the City of Dayton is being sold pursuant to the TEX. GOV'T CODE, §272.001. The Property is located in the corporate limits and therefore subject to all ordinances, rules, regulations, and laws of the City of Dayton Code of Ordinances and other applicable jurisdictions and authorities.

PROPERTY:

The Property contains 6.4213 acres of land and is located at 700 HWY 90 in Dayton, Texas. A legal description of the Property is attached as Exhibit "A".

DISCLAIMER(S)

Bidders submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City of Dayton to reimburse any individual or firm for any costs incurred in preparing or submitting a proposal, for providing additional information when requested by the City of Dayton, or for participating in the award process. The Bidder may be requested to submit

additional information after the deadline date and time. Any requested information which is not received may be considered non-responsive and the entire bid may be rejected.

The City of Dayton is not represented by a broker or real estate agent and no seller's fee will be paid to a broker or real estate agent. If the Bid Form designates a broker or real estate agent representing the Bidder, the City of Dayton will not pay any brokerage fee(s), any fee(s) due at closing to the Bidder's broker or real estate agent will be the responsibility of the Bidder and will be paid by the Bidder.

The land and any improvements described above shall herein be referred to as the "Property." The City will provide a Special Warranty Deed, approved by the city. All closing costs, including but not limited to, title insurance, surveys, appraisals, and attorney's fees, shall be paid by the Bidder.

The Property is to be sold:

- a) By a Special Warranty Deed in a form approved by the City
- b) Subject to certain terms, covenants, conditions, reservations, restrictions, exceptions set forth, including without limitation the following:
 - a. Any and all visible and apparent easements and encroachments, whether of record or not; and,
 - b. Any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the Property or any part thereof; and,
 - c. Standby fees, taxes, and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by the purchaser.
- c) Strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, to the maximum extent permitted by law.

The City of Dayton makes no representation or warranty concerning zoning, condition of title, development, or as to whether the advertised Property can be utilized for any purpose. It is the responsibility of the bidder(s) to examine all applicable building codes and ordinances to determine if the Property can be used for the purpose(s) desired. The successful bidder agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Property be required after the date of closing, such expenses, cleanup, removal or remediation shall not be the responsibility of the City of Dayton.

The successful bidder, including but not limited to their spouse, or any other party designated for conveyance of title certify that they have no outstanding City of Dayton judgments, tax delinquencies, unpaid liens, open City code violations, civil penalties, or fees. The successful bidder will execute a no "Conflict of Interest" statement and execute and submit a Form 1295.

The City of Dayton disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale. The data in this advertisement is for informational purposes only. The City of Dayton is not responsible for any misrepresentations, failures of disclosure, errors, or any negligent or wrongful acts occurring in the context of or pertaining to the closing of the Property.

Nothing in this request for sealed bids is intended to or shall have the effect of waiving any sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

THE CITY OF DAYTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND THE RIGHT TO WAIVE, DELETE, OR AMEND ANY OF THE REQUIREMENTS CONNECTED WITH THIS BID.

PLATTING OR RE-PLATTING OF THE PROPERTY, IF REQUIRED FOR CLOSING OR USE, SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER.

BIDS MUST BE SUBMITTED ON THE BID FORM INCLUDED IN THIS BID PACKAGE. BID PACKAGE CONTAINS THE REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTY. BIDS NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

INSTRUCTIONS TO BIDDERS

1. Bidder agrees that if its bid for the purchase of the Property is accepted by the City of Dayton, it will enter into an appropriate real estate sales contract within 15 calendar days of written notice of acceptance of the bid. The Contract must be prepared by the City of Dayton. Bidder's failure to execute a real estate sales contract within such 15-day period is deemed a default by bidder, and the City of Dayton, will have no further obligation to convey the Property to the Bidder.
2. The Contract shall include an earnest money amount equal to one percent (1%) of the purchase price.
3. No bid will be considered which is received at any different place or after the foregoing time. Bids submitted by mail must be received within the time limits above, irrespective of the date of mailing.
4. The City Council of the City of Dayton will determine, in its sole and absolute discretion, whether to sell the Property or reject any or all bids.

5. A Real Estate Sales Contract for the sale of the Property will be provided in a form approved by the City to be executed and signed by all parties once an award has been approved by the Dayton City Council.
6. Bids will be presented to the Dayton City Council for acceptance at the regular Council meeting in March 2025. Closing will occur as provided in the Contract.
7. Bidders may request permission to withdraw a bid prior to the actual time for bid opening. Such request must be made in person or in writing at the same location designated to receive the bid. The City will return the bid documents unopened at that time.
8. OTHER INFORMATION: THE CITY OF DAYTON BELIEVES THE INFORMATION INCLUDED IN THIS BID PACKAGE IS MATERIALLY ACCURATE: HOWEVER, THE CITY OF DAYTON DOES NOT WARRANT THIS INFORMATION TO BE FREE FROM ERRORS OR OMISSIONS. BIDDERS ARE ENCOURAGED TO INSPECT THE PREMISES PRIOR TO PLACING A BID.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached. Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) copy marked "Copy." Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by fax or electronically will not be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the sole discretion of the City. Bids must be filed with the City of Dayton, before opening day and hour. No late bids will be accepted and will be returned to Bidder unopened (if properly identified.)

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE CORRESPONDING BID NUMBER AND TITLE PROMINENTLY MARKED ON THE OUTSIDE LOWER LEFT-HAND CORNER OF THE BID ENVELOPE.

PREPARATION OF BID

Bids MUST give full firm name and address of bidder and be manually signed. Failure to do so may disqualify your bid. Persons signing the bid on behalf of a corporation or other entity must show title or authority to bind his/her firm in a contract.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute

the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

RIGHT TO REJECT/AWARD

The City of Dayton reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards as may be deemed to be the best and most advantageous to the City of Dayton. The City of Dayton reserves the right to consider such things as the proposed usage of the property when making its decision.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the City Manager (936)258-2642 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents.

Said addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective bidders. All addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the bidder(s) responsibility to ensure that they have received all addenda in respect to this project. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each addendum which shall be made part of their bid submittal.

Bidder(s) signature on addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Dayton and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its terms and requirements. Addendums are available on the City's website.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this Request for Bids, shall be furnished in writing to all prospective bidders via addendum. No interpretation shall be considered binding unless provided in writing by the City of Dayton in accordance with paragraph entitled "Addenda."

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, executive orders and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act or court order.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas and venue for any dispute shall be in Liberty County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Dayton not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed.

CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested

parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission website at www.ethics.state.tx.us/forms/CIQ.pdf.

CITY OF DAYTON
REQUEST FOR SEALED BIDS

BID NUMBER: RFB2025-1

6.4213 Acre Tract of Land

700 HWY 90

Dayton, TX 77535

Sealed bids, in duplicate, shall be mailed or delivered to the attention of the City Manager at the following address:

City of Dayton
City Manager
117 Cook St.
Dayton, TX 77535

BID Amount for the Property: \$ _____

Proposed use for the Property:

Respectfully submitted this ____ day of _____, 2025

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____

Email: _____