



**NOTICE OF SEALED BID FOR SALE OF REAL PROPERTY**

DOCUMENTS ARE DUE TO THE MAYOR PRIOR TO:

**10:00 a.m., MONDAY, NOVEMBER 9, 2021**

NO LATE BIDS WILL BE ACCEPTED.

Bid documents may be obtained in person at the City of Cumby City Hall or online at <http://cumbytx.com/>

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

**Hand Delivery:**

City of Cumby, Douglas Simmerman, Mayor, 100 E Main Street, Cumby, Texas 75433

**Mail Delivery:**

City of Cumby, Douglas Simmerman, Mayor, P.O. Box 349, Cumby, Texas 75433

FOR ADDITIONAL INFORMATION CONCERNING THIS BID; PLEASE CONTACT DOUGLAS SIMMERMAN AT (903) 994-2272

## **PUBLIC NOTICE REQUEST FOR SEALED BIDS TO PURCHASE REAL PROPERTY**

The City of Cumby (the “City”) is accepting sealed bids for the Purchase of two City-owned real property parcels described below (the “Properties”). Bids may be for both properties (Lot No. 1 **AND** Lot No. 2) or only one property (Lot No. 1 **OR** Lot No. 2), but every bid must be for all of that real property described below, and not just for a portion thereof. No late, emailed or faxed bids will be accepted. **The receipt of responses does not require the City to accept any bid, enter into a contract, or to complete a sale. Any and all bids may be rejected.** Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

The City will receive responses to this Sealed Bid at the Cumby City Hall to the attention of Douglas Simmerman, Mayor, at the Hand Delivery address of 100 E Main Street, Cumby, Texas 75433 or the Mail Delivery address of P.O. Box 349, Cumby, Texas 75433. The bid documents may be obtained in person at the Cumby City Hall or online at <http://cumbytx.com/>. Bid documents are due to the Mayor no later than 10:00 a.m. on November 9, 2021. Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the issuing office by the deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder. The bids will be publicly opened and read in the Cumby City Hall, 100 E Main Street, Cumby, Texas 75433 on November 10, 2021 at 6:00:00 p.m. However, only names of bidders will be read aloud to avoid public disclosure of contents.

### **Description/ Location:**

**Lot No. 1: Acres: 0.374, LOT: 5, BLK: 6, TOWN,** City of Cumby, Hopkins County, Texas. Most commonly known as 206 E Main Street, Cumby, TX 75433.

**Lot No. 2: Acres: 0.412, LOT: 8 & PT 14, BLK: 7, TOWN,** City of Cumby, Hopkins County, Texas. Most commonly known as 102 Frisco Street, Cumby, TX 75433.

Maps can be reviewed at City Hall. A map depicting the general location is located herein. The properties are zoned R-1 Single Family Residential. The properties are in the City Limits and subject to all ordinances, rules, regulations and laws of the City and other application jurisdictions and authorities.

### **Conditions of the Sale:**

- The property is being sold “as is, where is, with all faults” and the special warranty deed conveying title to the property shall contain a statement to such affect.
- Closing on the property must occur within 45 days of a bid offer being accepted.
- The City may accept back-up contracts on the property that allow for a closing date that is after the closing date of the accepted contract.
- Bidder/Purchaser is responsible for obtaining any title history information and title insurance desired by Bidder/ Purchaser.

- The City has no environmental information regarding the property and makes no representations regarding the condition of the property or its fitness for any particular purpose.
- All closing costs shall be paid by Bidder/Purchaser.
- For construction, remodeling or updating of the building on the Property, purchaser agrees to comply with all City zoning, building and permitting regulations. Such construction may not encroach upon platted easements on the subject property.

**Earnest Money Contract:** The successful Bidder shall enter into an Earnest Money Contract on terms acceptable to the City within seventy-two (72) hours after the City Council accepts the bid at a meeting.

**Minimum Bid Amount:** Bids must be for all of the property to be sold. Selection will be made on the bid that is determined to be the best value for the City. In the event the selected bidder should default or fail to purchase the Property as required in the earnest money contract or sale agreement, the City would contact the bidder who offered the next best value to similarly enter into an earnest money contract or sale agreement based on the backup bidder's proposed bid price, exchange of property or a combination of the two. The City is not required to accept any bid or to complete the sale of the Property. The City reserves the right to reject any or all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid. The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s).

**Certification of Financial Ability to Pay Purchase Price:** Certification of financial ability to pay the offered purchase price is required on the bid form.

**Inspection of Property:** Bidder/Purchaser and its agents or employees shall have the right to enter upon the Property during regular business hours (8 a.m. to 5 p.m.) and upon reasonable notice and conduct such inspections, tests, and studies as they may deem necessary. Bidder/Purchaser must contact City Hall at (903) 994-2272 to schedule an appointment.

Bidder/Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby. Bidder/Purchaser shall repair any damage to the Property it causes or that is caused by its agents or invitees and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Bidder/Purchaser and/or Bidder's/Purchaser's authorized agents, representatives or employees as a result of any inspection of the Property by such parties.

**Brokers or Real Estate Agents Fee:** The City 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 Purchaser, a fee may be paid at closing to a Purchaser's Broker or Real Estate Agent representing the successful Purchaser.

Contact: Please submit written questions regarding this sealed bid to: Douglas Simmerman at (903) 994-2272.

NO LOBBYING OF CITY EMPLOYEES, CITY OFFICIALS, OR CITY COUNCIL MEMBERS WILL BE PERMITTED OR TOLERATED. THE CITY WILL NOT PROVIDE INFORMATION ABOUT ITS DETERMINATION OR ANY BIDS RECEIVED UNTIL AFTER THE AWARD OF THE CONTRACT.

**Information Provided by City:** Information included in or provided with this request for sealed bids is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS REQUEST FOR SEALED BIDS. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

**Costs and Expenses of Bidders:** The City accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the properties, attending any meetings or interviews, participating in negotiations of the agreement, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this request for sealed bids. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

**INDEMNIFICATION:** BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF BIDDER, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR AN OTHER PERSON, OR FOR ANY CLAIM, LOSS DAMAGE, SUITS, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS REQUEST FOR SEALED BIDS, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES,

FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, OR FOR ANY CLAIM, LOSS, DAMAGE, SUIT, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS REQUEST FOR SEALED BIDS, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF BIDDER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOLE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR BIDDER OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFITS ACT. BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR SEALED BIDS, BIDDER AGREES THAT IT SHALL BE BOUND BY THE INDEMNIFICATION AND REMEDY PROVISIONS OF THIS REQUEST FOR SEALED BIDS. IF ANY LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF THIS REQUEST FOR SEALED BIDS, THE CITY MAY SEEK PAYMENT OF ANY EXPENSES INCURRED IN DEFENSE, SETTLEMENT, OR PAYMENT OF ANY JUDGMENTS, COSTS, FEES, CHARGES, EXPENSES, OR ANY EXPENDITURE NECESSARY DUE TO THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION THAT ARISES OUT OF THIS REQUEST FOR SEALED BIDS FROM THE BID SECURITY PROVIDED BY BIDDER PURSUANT TO THIS REQUEST FOR SEALED BIDS.

**Withdrawing of Bid:** Bids may be withdrawn any time prior to the official opening; a request for the non-consideration of bids must be made in writing to the City Secretary or Mayor, and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

**Assignment:** The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by his/her assignee.

**Governing Law and Venue:** The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Hopkins County, Texas.

**Sovereign Immunity:** Nothing in this request for sealed bids is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

**Bidder's Representation:**

By submitting its bid, Bidder represents that:

1. Bidder has read and understands this solicitation;
2. Bidder's bid is made in accordance with this solicitation;
3. Bidder's bid is based upon the information set forth in this solicitation; and
4. Bidder accepts the terms and conditions stated in this request for sealed bids.

## MAP OF LOCATIONS





**TEXAS BID FORM**

**Purchase of Real Property**

| <b>Description</b>                                                                                                                                                 | <b>Amount of Bid</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Lot No. 1: Acres: 0.374, LOT: 5, BLK: 6, TOWN,</b> City of Cumby, Hopkins County, Texas. Most commonly known as 206 E Main Street, Cumby, TX 75433              | \$ _____             |
| <b>Lot No. 2: Acres: 0.412, LOT: 8 &amp; PT 14, BLK: 7, TOWN,</b> City of Cumby, Hopkins County, Texas. Most commonly known as 102 Frisco Street, Cumby, TX 75433. | \$ _____             |

Check One:

\_\_\_\_\_ Bidder is not represented by a broker or real estate agent

\_\_\_\_\_ Bidder is represented by the following broker or real estate agent:

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

Address: \_\_\_\_\_

License No.: \_\_\_\_\_

**Certifications:**

**Initial:** \_\_\_\_\_ The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon conditions in the specifications of the invitation for Bid. Further, Bidder certifies that it has the Cash or Pre-approved credit to pay the purchase price offered and/or is the unencumbered owner of the property offered in the exchange.

**Initial:** \_\_\_\_\_ I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person/persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past 6 months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person/persons to bid or not bid thereon.

**Initial:** \_\_\_\_\_ The receipt of responses does not require the City to accept any bid, enter into any contract or to complete a sale or exchange. Any and all bids may be rejected.

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID# \_\_\_\_\_

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

**STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Texas