

**CITY OF SNYDER, TEXAS
REQUEST FOR SEALED BIDS
BID SPECIFICATIONS
FOR SALE OF REAL PROPERTY**

1. OVERVIEW

The City of Snyder, Texas (“City”) is accepting sealed bids for the sale of the following City owned real property:

Part of Lot 8 (8), in Block 25 (25), of the Colonial Hill Area, to the City of Snyder, Scurry County, Texas. Parcel 12656

2. GENERAL BID SPECIFICATIONS AND CONDITIONS

- a. Bid Purpose. It is the City’s intention is to sell the Property that brings the best value to the City and may consider the following: (1) the financial consideration offered, (2) the intended use of the Property , (3) any proposed improvements, (4) the timetable for making improvements, (5) the increase to the City’s economic base that the development will bring to the City and (6) the ability to meet all bid specifications. The buyer will be required to execute a contract with the City within thirty (30) days of being awarded the bid that contains terms and conditions contained in the bid specifications. The buyer will also be required to utilize this property for residential use only. City is selling the Property to a single buyer.
- b. Bid Submittal and Acknowledgment. Sealed bids are due to the office of the City Manager by 2:00 p.m. CST, December 20, 2024. Sealed bids should be labeled “DO NOT OPEN” along with “City Bid Sale of Real Property ”. All Bids received will be publicly acknowledged and/or opened at 3:00 p.m. CST, December 20, 2024, in the City Council Chambers. All Bids submitted by facsimile, electronic mail, and/or late proposals will not be accepted or considered by the City. The City reserves the right to select the bid most advantageous to the City of Snyder as solely determined by the City Council. All Bids should be submitted/addressed to:

City of Snyder
Office of City Manager
P.O. Box 1341
Snyder, Texas 79549

- c. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND RESERVES THE RIGHT TO WAIVE IRREGULARITIES WITH ANY BID AND WAIVE, DELETE OR AMEND ANY OF THE REQUIREMENTS CONNECTED WITH THIS BID.
- d. Bid Approval. It is the intention of the City to sell the Property to the Bidder that brings the best value to the City. The minimum acceptable bid for the purchase of this Property is set at \$18,000. If in the judgment of the City Council the bids submitted do not represent the best value of the Property , the City reserves the right to reject any and all bids. In determining the best value for the City, the City

may consider the following:

- i. Financial consideration offered – subject to the payment requirements outlined herein, the Bidder should state in clear and unequivocal terms the amount of money the Bidder is willing to pay for the Property and/or the value of the in-kind services that financially benefit the City the Bidder is willing to provide for the Property .
- ii. Intended use of the Property – in as much detail as possible, the Bidder should explain the intended use of the Property . This could include a narrative detail of the type of business(s) that will be developed on the Property , examples of similar successful businesses owned and operated by the Property or any details regarding business experience of the Bidder that would be relevant to the intended use of the Property .
- iii. Proposed improvements – in as much detail as possible, the Bidder should detail the proposed improvements to the Property . This could include schematics, site plans, floor plans, etc. This could also include estimated build out and/or improvements cost, and proof of financial capability.
- iv. Timetable for making improvements – a schedule detailing the time periods for commencing and completing construction, and installation of any equipment on the Property .
- v. Increase to the City’s economic base that the development will bring to the City – any details regarding estimated business activity, sales expectations, and job development the proposed use of the Property will bring to the City.
- vi. Ability to meet all bid specifications – the Bidder understands that they will comply with and be subject to the Bid Specifications including, but not limited to, the following:
 1. Conveyance of the Property will be by special warranty deed;
 2. The successful Bidder will be required to pay all fees, commissions and costs associated with closing the sale of the Property ;
 3. The successful Bidder will assume all responsibility or liability for any environmental condition affecting the Property , or any clean-up or remediation that may be required by law;
 4. The successful Bidder will be required to execute a contract for sale and purchase of the Property containing, at a minimum, the general terms outlined herein; and
 5. The Property will be sold “as is” with no warranties or representations as to suitability for any particular use.

Please note that this information will not be considered an official filing of any required documents for development of the Property by any successful Bidder/Purchaser. Any successful Bidder/Purchaser will be required to comply with all development and building regulations of the City as found in the ordinances of the City or as may be otherwise required by state law.

- e. Payment for Property . Bids must be based on either (1) a lump sum cash payment, payable within thirty (30) days following approval of the sale by the City Council, or (2) the highest value of in-kind services that financially benefit the City provided to the City within eighteen (18) months following approval of the sale by the City Council. The City may, at the discretion of the City, require an earnest money payment in the amount of not less than ten (10%) percent of the Bid Price payable within three (3) business days of the approval of the sale by the City Council. The earnest money shall be applied to the lump sum cash payment or value of in-kind services of the successful Bidder ("Consideration Given"). Any Bid which specifies other payment terms other than options (1) and (2) provided herein will be deemed non-responsive and shall not be considered by the City.
- f. Bids will remain in effect for 90 days. Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening must be initialed by the signer of the bid, guaranteeing authenticity.
- g. Bid Addenda. Any interpretation, corrections, or changes to this Request for Sealed Bids will be made by addenda. The sole issuing authority of addenda shall be vested in City of Snyder City Manager. Addenda will be sent to all who are known to have received a copy of this Request for Sealed Bids. Bidders shall acknowledge receipt of all addenda.
- h. **WAIVER OF CLAIMS: BY TENDERING A BID TO THIS REQUEST FOR BIDS, THE BIDDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A BID AND THE PROCESS USED BY THE CITY FOR SELECTING A BEST BIDDER. FURTHER, BY SUBMITTING A BID, THE BIDDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE CITY AND ANY OF ITS DIRECTORS, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID SUBMITTED IN RESPONSE TO THIS REQUEST FOR BIDS. BY SUBMITTING A BID, THE BIDDER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY FEES FROM THE CITY OF SNYDER, TEXAS, OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED). THE BIDDER ACKNOWLEDGES AND AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND THAT THERE IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF SNYDER, TEXAS.**
- i. By execution and submission of this Bid, the Bidder hereby represents and warrants to the City that the Bidder has read and understands this Bid Specification and that the bid is made in accordance with the terms stated herein. Bidder acknowledges that it understands all terms herein, which include the waiver provisions, and that it had the right to consult with counsel regarding all applicable documents. Bidders may contact the City of Snyder, City Manager, Eli

Torres at (325) 573-4957 for clarifications and questions.

3. GENERAL CONTRACT TERMS AND CONDITIONS

Any successful Bidder will be required to enter into a purchase agreement that contains the general terms and conditions outlined below. For purposes of reviewing these provisions, note that any reference to "Agreement" or "Contract" references the contract for purchase and sale of the Property subject to this Request for Sealed Bids and that this Bid Specification shall not serve as the contract for purchase and sale of the subject Property . Any reference to "Purchaser" below shall be any successful Bidder as awarded by the City Council of the City of Snyder and "Seller" shall mean the City of Snyder.

- a. Purchaser acknowledges that Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to purchase the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the Effective Date, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Consideration Given. Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to title to the Property , survey or any other matters relating to the boundaries of the Property , the location of improvements, and the rights of third parties, and any hazardous or toxic substances on or discharged from the Property , and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers.
- b. Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, valuation, income, expenses or operation of the Property , or any other matter or thing with respect thereto, written or unwritten, whether made by City or any agent, employee or other representative of City, or any broker or any other person representing (or purporting to represent) City, which are not expressly set forth in this Agreement. City shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by City, any broker, any agent, employee or other actual (or purported) representative of City, or any person, unless and only to the extent the same are expressly set forth in this Agreement.
- c. City makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath or discharged from the Property (or any adjoining or neighboring Property) or in any water on or under the Property . The Closing shall be deemed to constitute an express waiver of Purchaser's right to recover from City, and forever releases, covenants not to sue and discharges City from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the

Property .

- d. No Financing. Purchaser expressly agrees and acknowledges that Purchaser's obligations to pay the Consideration Given and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Purchaser's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt financing or equity investment, or otherwise).
- e. Title Policy Purchaser shall have the right, at Purchaser's expense, to obtain an owner policy of title insurance (the "Title Policy") insuring Purchaser against loss under the provisions of the Title Policy.
- f. Purchaser's Representations and Warranties. Purchaser represents and warrants to City:
 - i. Purchaser is a corporation/sole proprietorship/partnership/company/business duly formed, validly existing and in good standing under the laws of the State of Texas.
 - ii. The execution, delivery and performance of this Agreement by Purchaser and all agreements, instruments and documents herein provided to be executed by Purchaser on the Closing Date does not violate any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party. This Agreement is valid and binding upon Purchaser.
 - iii. Purchaser has not violated any contract, agreement or other instrument to which Purchaser is a party nor any judicial order, judgment or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.
 - iv. There are no actions, lawsuits, litigation or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser's knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.
- g. Except as otherwise provided for in this Agreement or provided in the Special Warranty Deed, Purchaser is acquiring the Property on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made. In deciding whether to acquire the Property , Purchaser is relying solely on Purchaser's investigation of the Property .
- h. Purchaser and City understand and acknowledge that Purchaser is subject to Chapter 551 and Chapter 552 of the Texas Government Code, respectively the Texas Open Meetings Act and the Texas Public Information Act (collectively the

“Acts”). To the extent that there is a conflict between any provision of the Acts and this Agreement, the Acts shall control and Purchaser, by complying with the provisions of the Acts, shall be deemed to be in compliance with and not in breach of any provision of this Agreement.

- i. INDEMNIFICATION. PURCHASER DOES HEREBY INDEMNIFY, HOLD HARMLESS, RELEASE AND DEFEND THE CITY OF SNYDER, CITY, AND THEIR RESPECTIVE OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS AND AGENTS OF AND FROM ANY AND ALL LIABILITY FOR ANY DAMAGE OR INJURY CAUSED TO ANY EMPLOYEE, CUSTOMER, CLIENT, PATRON, AGENT, VISITOR OR GUEST OF PURCHASER AND FROM ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OR FROM THE BUSINESS OPERATIONS OF PURCHASER.
- j. Governing Law and Performance. This Agreement shall be governed by the Laws of the State of Texas and shall be deemed to be executed in and performance called for in Scurry County, Texas. The parties agree that any suit or cause of action brought regarding or related to this Agreement shall be brought exclusively in courts having jurisdiction in Scurry County, Texas.
- k. Partial Invalidity. If any portion of this Agreement should be found or declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and be binding upon the parties.
- l. Legal Relationships. No term or provision of this Agreement or act of Purchaser in the performance of this Agreement shall be construed as making Purchaser, or its employees, the agent, servant, employee, or contractor of the City of Snyder.
- m. Representation. Purchaser represents that no City board member, City officer or employee, has been compensated in any way with respect to this Agreement and its consideration. In no event will Purchaser pay a fee to or in any other manner compensate any City board member, City officer or employee in connection with the approval of this Agreement. A breach under this Article shall result in automatic termination under this Agreement by Purchaser.
- n. Anti-Terrorism/Boycott Compliance. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2252, Texas Government Code does not allow a city to contract with a company that does business with Iran, Sudan, or a foreign terrorist organization on a list prepared by the Texas Comptroller. By executing this Agreement, Consultant represents and warrants to the City that the Consultant does not boycott Israel, will not boycott Israel during the term of this Agreement, and that does not contract with a prohibited entity listed in the previous sentence.
- o. Governmental Function/No Waiver of Immunity. The parties to this Agreement

acknowledge that this Agreement relates to the governmental functions of the City. Nothing in this Agreement shall be held to modify or to change in any way the sovereign or official immunity enjoyed by the City of Snyder, Texas, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

- p. No Third-Party Beneficiaries. There is no third-party beneficiary to this Agreement and nothing contained in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Consultant.
 - q. No Joint Venture. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership, or principal – agent relationship between Consultant and City. The rights and obligations of the parties are to be governed strictly by this Agreement and it is not intended that there shall be any lending of credit by one party to the other or that either party shall be entitled to create any obligation binding on the other party not specifically provided for herein. Nothing herein shall be construed as a loan or pledge of credit or assets by City as prohibited by Article 3, Section 52 of the Texas Constitution or otherwise.

BID SUBMITTED BY:

Signature

Date

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 the same was the
act of _____, and that he/she executed the same as the act of
_____ for the purposes and consideration therein expressed and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of , 2024.

Notary Public
State of Texas

ETHICS STATEMENT
(Complete and Return this Form with Response)

The undersigned firm, by signing and executing this Request for Sealed Bids, certifies and represents to the City of Snyder that the firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this Request for Sealed Bids; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Request for Sealed Bids, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Snyder concerning this Request for Sealed Bids on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this Request for Sealed Bids; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Snyder in return for the person having exercised their person's official discretion, power or duty with respect to this Request for Sealed Bids; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Snyder in connection with information regarding this Request for Sealed Bids, the submission of this Request for Sealed Bids, the award of this Request for Sealed Bids or the performance, delivery or sale pursuant to this Request for Sealed Bids.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF SNYDER, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES AND LIABILITIES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS REQUEST FOR SEALED BIDS.

I have read all of the specifications and general Request for Sealed Bids requirements and do hereby certify that all items submitted meet specifications.

FIRM: _____

OFFICER NAME: _____

OFFICER SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

TELEPHONE: _____

FACSIMILE: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:
