

Surplus Property Bid Request
An Invitation to Submit Offer to Purchase and Develop Surplus Property
UPDATED April 12, 2017

From time to time the City of Naperville offers parcels of vacant real property, declared surplus by City Council, for sale to the public. Information about these parcels, including address, zoning, acreage and other details is available at: <http://www.naperville.il.us/landforsale> .

1. Notice

The City of Naperville (“City”) hereby invites offers to purchase and develop surplus property, which is owned by the City, and will be sold through a competitive bid sales process.

Written, sealed offers will be accepted at the City of Naperville Municipal Center, Transportation, Engineering, and Development Services, City of Naperville, 400 S. Eagle Street, Naperville, Illinois, 60540 up until the deadlines noted for any property posted for sale at <http://www.naperville.il.us/landforsale>.

Any and all offers are subject to approval of the Mayor and Council, and the City reserves the right to reject any and all offers. Mailed offers should be sent to the attention of: Amy Emery, Strategic Projects Supervisor.

2. Minimum Offer Price

The City will entertain all serious offers and has the right to review, approve or reject any and all offers submitted. All offers submitted shall be cash only. Terms are not available. Any Offeror using the services of a real estate broker does so exclusively at their own expense. The City of Naperville will not pay any commission for offers submitted through a broker.

3. Selection

All offers will be evaluated based on the highest cash proceeds to the City. Additionally, consideration will also be given to the proposed use of the property with respect to its economic impact, site compatibility, and timing of the proposed development. The three (3) highest and best offers for each property, if any, will be forwarded to the Mayor and Council for consideration. The City reserves the right to reject any and all proposals.

If the highest proposed purchase price are the same in more than one offer, then the City will invite those Offerors to submit a second “best and final” proposal within four (4) business days.

In the event the selected Offeror fails to close by the agreed upon date or if the selected Offeror withdraws at any time, the City may offer the Property to the

succeeding best Offeror for the amount of the highest offer previously accepted by Mayor and Council.

4. Offer Form

Offer documents may be found at: <http://www.naperville.il.us/landforsale>.

Only offers submitted on the City form will be considered. Changes to City forms will not be allowed. Procedures & Submission Instructions may be found in paragraph 10 below.

5. City Rights Reserved

Notwithstanding any other provision of this Invitation to:

- a. Waive any immaterial defect or informality;
- b. Reject any or all submissions, or portions thereof;
- c. Reissue a new or revised offer template;
- d. Request one or more bidders to submit a more detailed submission; and to
- e. Consider backup offers in the event the winning Offeror(s) withdraws or fails to close.

This Invitation does not commit the City to enter into a contract or to pay any cost incurred in the preparation of an offer in response to this bid request or in subsequent exclusive negotiations. Further, this offering does not convey to any bidder any contractual or property rights.

6. Property Rights/Disclosure of Information

All materials submitted in response to the bid request and submissions subsequent thereto, shall become the property of the City upon delivery. By tendering an offer, Offerors agree that the content of every other submission is confidential and proprietary and waives any right of access to those submissions during the review period. If and when the City accepts an offer to purchase, all bids will be disclosed as part of a City Council Meeting agenda item. Any Offeror tendering a submission in response to this bid request further acknowledges and understands that the City is a public entity required to abide by public records laws and shall not be liable for disclosures required by law.

Each property shall be sold in "as-is" condition¹. The successful purchaser agrees that it will be acquiring the property in an "as-is" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous waste that may be located on, under, or around the property, whether known or unknown, and successful purchaser assumes all responsibilities for such faults and conditions.

The City of Naperville makes no representation as to the potential use of this property other than what is allowed by the existing zoning. The successful purchaser shall be responsible for checking and complying with local building codes and ordinances. The successful purchaser is responsible for their own due diligence related to the property, including any environmental testing. Anything

beyond an initial phase one environmental testing must be approved by the City. The Offeror may inspect the subject property at their own risk during the bid period. The property is not assessed for real property taxes while vested in the City of Naperville. It will, however, be assessed for real property taxes after transfer into private ownership.

7. Liability, Survey and Warranty

The City of Naperville does not assume any liability for possible encumbrances on any surplus property. The City of Naperville, as owner of the surplus property, will provide a Title Commitment. Should the successful purchaser desire Title Insurance and/or a survey of the property, this may be accomplished by independent professionals at the purchaser's expense. No warranty is made by the City of Naperville relative to the ground locations or property line.

8. Submission Rejection/Right to Disqualify

Submission of alternate terms, conditions and/or agreements may result in rejection if such terms, conditions or agreements are deemed unacceptable by the City in its sole discretion. The City reserves the right to disqualify any Offeror who provides materially inaccurate or misleading information or data, or who does not submit their offer on the Form provided at: <http://www.naperville.il.us/landforsale>. The City will request additional information or data from the three (3) highest bid Offerors regarding their ability to close escrow. Such information could include financial reports on the Offeror, bank statements, and/or letter from the CEO of the financial institution funding the purchase. The City may disqualify any Offeror who fails to provide such information or data within five (5) business days of request by the City. The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest. The right to disqualify any Offeror is at the sole discretion of the City.

9. Special Terms and Conditions

A. Reservation of Rights by City of Naperville

The issuance of this bid request and the acceptance of submissions do not constitute an agreement by the City that any contract will actually be entered into by the City.

B. Form and Terms of Purchase Agreement

By submitting the signed Purchase and Sale Agreement each Offeror agrees that the Purchase and Sale Agreement shall be the legal agreement governing the sale of the property. Offerors may not insist on the use of standard contract agreements, documents or forms, and waive any demand for the use of standard agreement forms. The instrument of transfer of title for each property shall be a Quitclaim Deed delivered to the successful purchaser, upon payment to the City of the entire amount of the accepted offer.

C. Applicable Law

Any and all disputes arising under this bid request, the Purchase and Sale Agreement or any contract negotiated as a result of this bid request shall be governed by the laws of the State of Illinois. The venue for any action brought to enforce provisions of the contract shall be in the Circuit Court for the 18th Judicial District, DuPage County, Illinois.

D. No Partnership/Business Organization

Nothing in this bid request or in any subsequent development agreement, lease, or any other contract entered into as a result of this bid request shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the City or the Offeror.

10. Offer Procedures & Submission Instructions

A. Submissions must be on the form provided at:
<http://www.naperville.il.us/landforsale> .

B. The completed form is to be submitted in a sealed envelope with the statement "Offer for City of Naperville Surplus Property PIN XX-XX-XXX-XXX" (referencing parcel to providing offer). The envelope must also include on the outside the Offeror's name, address and phone number. Envelopes not properly marked which are inadvertently opened prior to opening date may be disqualified. Separate envelopes must be provided for each parcel offer.

C. Written, Sealed, Offers must be received by the due date noted at:
<http://www.naperville.il.us/landforsale>.

Acceptance of any offer will be subject to City Manager and Mayor and Council approval. The City reserves the right to reject any and all offers.

For further information, please contact:

Amy Emery 630.420.6043 emerya@naperville.il.us

¶ ALL PROPERTIES ARE SOLD IN “AS IS” CONDITION.

The City of Naperville makes no representation as to the potential use of this property. Purchaser should check with the Transportation, Engineering and Development Services Department regarding building restrictions, compliance and ultimate development, etc.

The City of Naperville does not assume any liability for possible encumbrances of any kind on this property. If buyer desires title insurance, it is to be obtained at buyer's sole expense. Prospective purchasers should consult local title companies if more complete information regarding the title of this property is required.

No warranty is made by the City of Naperville relative to the ground locations, property lines or the accuracy of the public records and/or the assessor's parcel maps related to this property. Should the successful purchaser desire additional survey of the property, this may be accomplished by an independent survey at the purchaser's sole expense.