

INVITATION TO BID

FOR THE PURCHASE OF THE

SANCHEZ ROAD PROPERTY

10335 E Sanchez Road
Safford, Graham County, Arizona 85546
Parcel #107-26-025.

Date of Issue:
May 29, 2022 – June 29, 2022

Issuing Entity:
City of Safford
717 W. Main Street
Safford AZ 85546
928-432-4000



Re: Bid Offering for +/-1,271 square feet. Sanchez Road Property on +/-216,057 square feet of land located at 10335 E Sanchez Rd, Safford, Graham County, Arizona 85546, Parcel #107-26-025.

Dear Interested Bidder:

We appreciate your interest in the purchase of the Sanchez Road Property. Enclosed are the forms for submitting a bid offering. A minimum bid of \$140,000 has been set on the property. The Property will be awarded to the highest responsible bidder who must execute an Agreement of Sale with the City within 15 calendar days of the Notice of Award which will be issued by the Safford City Council. A certified check made payable to the City of Safford, for 10% of your bid offering, must accompany your bid submission.

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, or, for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 10% deposit will be forfeited to the City to defray the cost of this solicitation. Closing must occur within sixty (60) days of the Notice of Award. The full purchase price must be paid within sixty (60) days of the date of the Notice of Award.

The City of Safford will reject any bid that is not received by the deadline, does not have the required 10% bid guarantee, or does not meet the minimum bid offering of \$140,000. In addition, the City reserves the right, in its sole discretion, to reject any or all bids in accordance with the best interests of the City. If you are not the successful bidder, your 10% bid guarantee will be returned no later than 30 days after bid opening. All bids, whether delivered or sent by mail must be received in the bid opening room on or before 5:00 p.m. on June 29, 2022. The bid opening room is located in Office of the City Clerk of the City of Safford, 717 Main Street, PO Box 272, Safford, AZ 85548-0272.

If a bidder decides to mail its bid, the bidder must allow adequate time for delivery. Bids should be mailed to City of Safford, PO Box 272, Safford, AZ 85548-0272. All bid envelopes should be clearly marked "Sanchez Road Property" on the outside of the mailer package. Bids must be received by 5:00 p.m. All bids received after 5:00 p.m. June 29, 2022, will be rejected and returned. Bids will be opened on June 29, 2022 at 5:00 p.m.

Thank you for your interest in the purchase of the property and we look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at (928) 432-4013.

Sincerely,
Matthew Hoshal
Assistant to the City
Manager of Safford

INVITATION TO BID INSTRUCTIONS

Sanchez Road Property

10335 E Sanchez Rd
Safford, Graham County, Arizona 85546
Parcel #107-26-025

1. Pursuant to Arizona Revised Statutes, §9-402(A), the City of Safford is currently accepting proposals from those interested in purchasing real property located at 10335 E Sanchez Rd, Safford, Graham County, Arizona 85546. The property is approximately 216,057 square feet with a 3 bedroom, 2 bath, +/-1,271 square foot home, known as the “Sanchez Road Property”, Graham County Assessor’s Parcel #107-26-025. The property will be sold on an **“as-is” basis, without any warranties of any kind, except as may be required to deliver a Special Warranty Deed and except as made in connection with representations and warranties giver pursuant to the Agreement of Sale entered into by the parties in connection with sale of the Sanchez Road Property.**
2. A minimum bid of \$140,000 is required on the property. A certified check made payable to The City of Safford for 10% of your bid offering must accompany your bid.
3. All bids, whether delivered or sent by mail, must be received in the City Offices on or before 5:00 p.m. on June 29, 2022. The bid opening room is located in the Office of the City Clerk of the City of Safford, 717 Main Street, Safford, AZ 85548-0272. If a bidder decides to mail the bid, the bidder should allow adequate time for delivery. Bids should be mailed to City of Safford, PO Box 272, Safford, AZ 85548-0272. All bid envelopes should be clearly marked with “Sanchez Road Property” on the outside of the mailer package. All bids received after 5:00 p.m. June 29, 2022, will be rejected, and returned.
4. Bids will be opened on June 29, 2022 the Office of the City Clerk of the City of Safford, 717 Main Street, Safford, AZ 85548-0272 at 5:00 p.m.
5. Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of this Invitation to Bid, it shall be rejected.
6. Viewings of the property may be arranged by contacting: Matthew Hoshal, City of Safford at (928) 432-4013.
7. Bids must be signed by an individual(s) authorized to sign the bid on behalf of the bidder.
8. The City of Safford will accept only one Bid Offering (form attached) from each bidder. The attached Bid Offering form is to be fully completed, dated and submitted. If a bidder submits more than one Bid Offering, the City of Safford shall accept the highest responsible bid submitted and reject any lower Bid Offerings. A fully completed W-9 (form attached) must be submitted with your Bid Offering. A Non-Collusion Affidavit (form attached) must also be completed, notarized and submitted with your Bid Offering.
9. Unless the property is withdrawn from sale or all bids are rejected, award will be made to the

highest responsible bidder. The highest responsible bidder must be current in the payment of taxes or other fiscal obligations owed to the City of Safford. **The right to reject any or all bids and to re-advertise for any reason and to rebid is hereby reserved by the City.**

10. The awarded bidder will have 15 calendar days following the Notice of Award to enter into an Agreement of Sale with the City. Failure to enter into an Agreement of Sale within this period may result in rejection of the bid and the City may proceed to the next highest responsible bidder. The second highest responsible bidder will have 15 calendar days to enter into an agreement of sale and so on. Failure to enter into an Agreement of Sale will result in forfeiture of the 10% bid deposit to defray the cost of this solicitation.

11. The City of Safford **will not** pay reimbursement expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.

12. The City of Safford **will not** be responsible for abatement or removal of any hazardous structures, or materials located on the premises.

13. As this property is being sold in as-is condition, the City of Safford makes no warranties or representations, expressed or implied, except as set forth in Section 1 above.

14. The City and its employees shall not be liable for any error in any advertisement, flyer or announcement made by it or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the City is for information purposes only. The City of Safford does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.

Bid Offering

**Sanchez Road Property
10335 E Sanchez Rd
Safford, Graham County, Arizona 85546
Parcel #107-26-025.**

Dollar Amount of Bid - \$ _____

THE PROPERTY WILL BE SOLD “AS-IS” WITH NO WARRANTIES OF ANY KIND EXCEPT AS SET FORTH IN THE BID INSTRUCTIONS.

Should you be the successful bidder, and later decide you do not want the property, cannot obtain financing, or for whatever reason, have not executed an Agreement of Sale, your 10% deposit will be forfeited to the City.

In compliance with the Invitation to Bid and subject to the terms and conditions hereof, the undersigned offers and agrees, if this bid is accepted, to purchase the property described in this Invitation to Bid at the bid price indicated above.

DATE _____

I. For Corporations or Partnerships:

ATTEST:

Signature of Authorized Corporate
Officer or Managing Partner

Corporation or Partnership Name

Name

Address

Title

Address

Cell Phone

Work Phone

II. For Individuals:

Bidder's Name

Home, Work or Cell Phone

Signature of Bidder

Address

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____ (“the firm”) and, if the bid is submitted on behalf of a partnership or corporation, that I am authorized to make this affidavit on behalf of the firm, and its owners, directors, and officers.

I state that:

- (1) The price in this bid was arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.
- (2) The price has not been disclosed to any other firm or person who is a bidder or potential bidder.
- (3) No attempt was made to induce any firm or person to refrain from bidding or submitting a quote or to submit any intentionally high or noncompetitive bid or quote or other form of complementary bid.
- (4) The price is offered in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) The firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or any public contract, except as follows:
I state that the firm understands and acknowledges that the above representations are material and important, and will be relied on by the City of Safford in selecting the highest responsible bid.

The Firm or Individual(s)

Signature

Signatory’s Name

Signatory’s Title

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____

Notary Public

My Commission Expires

AGREEMENT OF SALE

By and Between

City of Safford

AND

THIS AGREEMENT, dated _____, 2022, is entered into by and between The City of Safford hereinafter referred to as “Seller”,

AND

hereinafter referred to as “Buyer”.

WITNESSETH THAT:

WHEREAS, Arizona Revised Statutes, §9-402(A), authorizes the City of Safford to convey title to the property following public bidding; and

WHEREAS, Seller desires to sell to Buyer the property, containing a house and approximately 216,057 sq. ft. of land located at 10335 E Sanchez Road, Safford, Graham County, Arizona 85546, as described in the attached legal description, made a part hereof, and marked as *Exhibit “A”*, hereinafter referred to as the “**Premises**”; and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

(1) **Consideration.** The purchase price is _____ which shall be paid to Seller by Buyer as follows:

(A) A 10 percent (10%) bid guarantee which has already been paid. \$ _____

(B) Cash, certified check or cashier’s check at time of Final Settlement and Delivery of the Deed. \$ _____

Total (of bid price) \$ _____

- (2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, the closing of this transaction (the “**Closing**”) shall occur within sixty (60) days from the execution of this Agreement by the City of Safford, which date shall establish the “**Execution Date.**”
- (3) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by Buyer under this Agreement may be retained in full by Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.
- (4) **Default of Seller.** In the event that title to the Premises cannot be conveyed by Seller to Buyer at Closing in accordance with the requirements of this Agreement or closing does not occur as provided herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as Seller can convey without abatement in price, or (b) rescind this Agreement and recover all sums paid on account of the Purchase Price without interest. In the latter event, there shall be absolutely no further liability or obligation by either party hereunder, and this Agreement shall become null and void.
- (5) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the tax upon transfer of title to the Premises.
- (6) **Title.** The title is to be conveyed to Buyer by Special Warranty Deed warranting said Premises subject to current taxes; patent reservations; all covenants, conditions and restrictions, reservations, easements and declarations or other matters of record; and any and all conditions, easements, encroachments, rights-of-way, restrictions and other matters which a physical inspection or accurate ALTA/ACSM survey of the Premises would reveal.
- (7) **Costs.** Seller agrees to prepare the Special Warranty Deed. All costs and expenses relating to Buyer’s title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (8) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of the Seller.
- (9) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an “**as-is**” basis, that Buyer has had the opportunity to view the Premises, and that said Premises are being purchased as a result of said viewing and not as a result of any advertisement, hand bill or representation, either oral or written, made by the

Seller. Buyer agrees that Seller and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.

(10) **Care of Premises.**

(A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary maintenance to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Settlement.

(B) From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.

- (11) **Risk of Loss.** Risk of Loss shall remain with Seller until Closing. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement.

(12) **Miscellaneous.**

(A) Seller agrees to furnish to Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.

(B) Buyer shall receive possession of the Premises at the time of Closing by delivery of the Special Warranty Deed. Buyer shall be responsible for making arrangements to secure the premises subsequent to Closing. Prior to Closing, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.

(C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.

- (13) **Recording.** This Agreement shall not be recorded by Seller or Buyer in the Recorder's office of Graham County or other public office of record.
- (14) **Representations and Warranties of Seller.** Seller, to induce Buyer to enter into this Agreement and to complete settlement, makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of settlement in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of Closing.
- (A) Seller has not received any notice from any insurance company which has issued a policy with respect to the Premises or from any other body exercising similar functions claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises.
- (B) There are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises, which shall be binding upon Buyer or with respect to the Premises from and after the date of Closing.
- (C) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- (D) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("**Taking**") in connection with the Premises and, to Seller's knowledge, no Taking has been threatened.
- (E) All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Premises have been paid in full, and there are no claims against the Seller or the Premises in connection therewith.
- (F) The undersigned represents and warrants that the undersigned has full power and authority to execute and deliver this Agreement on behalf of Seller.
- (15) **Representations and Warranties of Buyer.** Buyer, to induce Seller to enter into this Agreement and to complete settlement, makes the following representations and warranties to Seller, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of settlement in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of

Closing.

(A) The undersigned represents and warrants that the undersigned has full power and authority to execute and deliver this Agreement on behalf of Buyer.

(16) **Release.** Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, radon, lead-based paint hazards, environmental hazards, or any defects or conditions on the Premises. This Release shall survive Closing.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 20____.

ATTEST:

ATTEST:

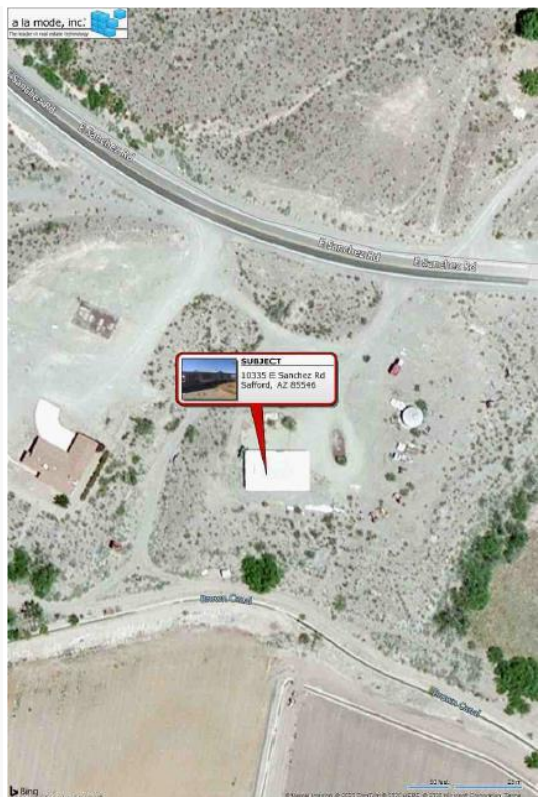
BUYER:

SELLER: CITY OF SAFFORD

Jason Kouts
Mayor, City of Safford

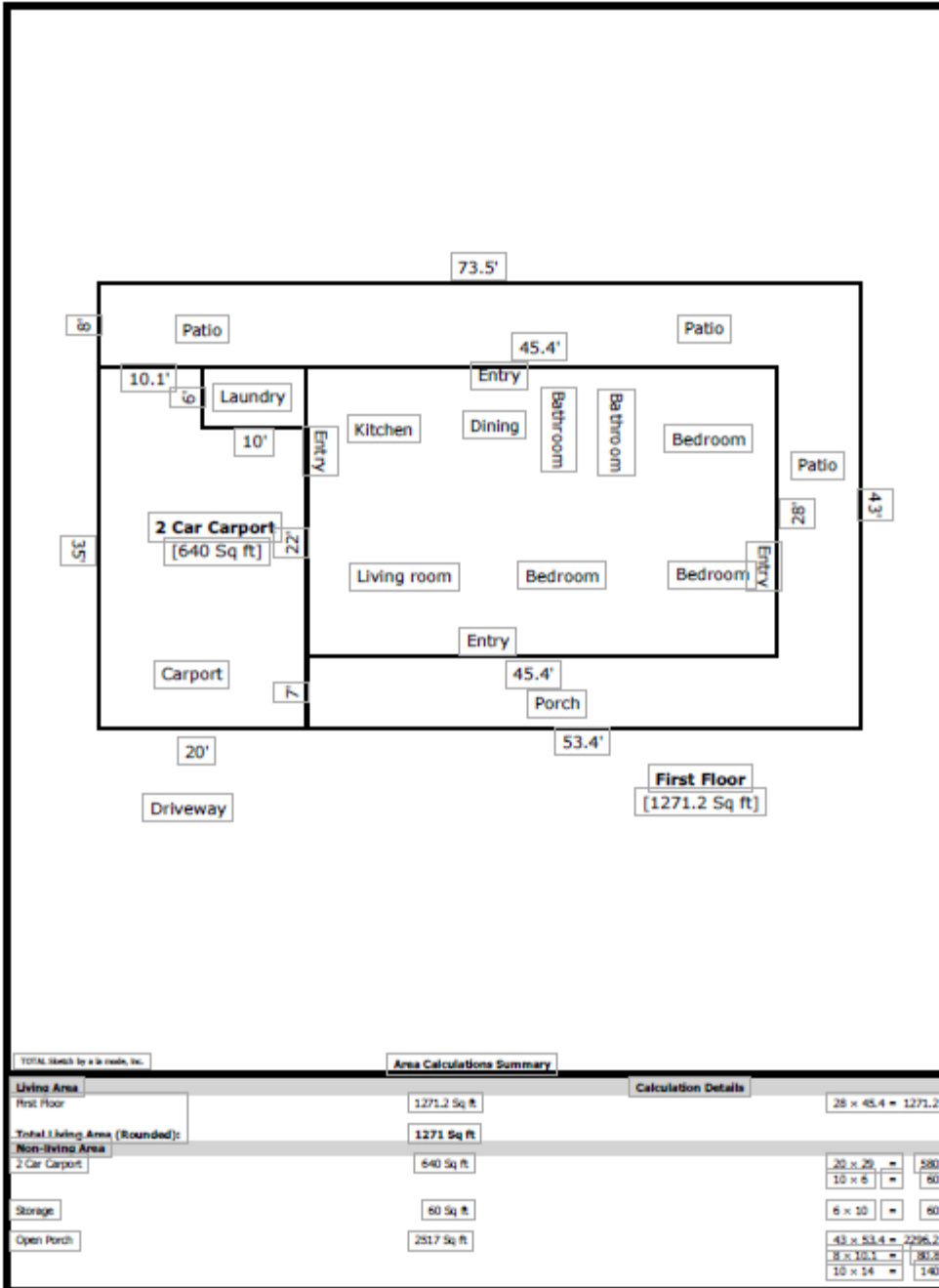
Exhibit “A”





Building Sketch

Borrower	N/A				
Property Address	10335 E Sanchez Rd				
City	Safford	County	Graham	State	AZ
Zip Code	85546				
Lender/Client	City of Safford				



TOTAL SKETCH BY a la mode, Inc.		Area Calculations Summary	
Living Area			Calculation Details
First Floor	1271.2 Sq ft		$28 \times 45.4 = 1271.2$
Total Living Area (Rounded):	1271 Sq ft		
Non-Living Area			
2 Car Carport	640 Sq ft	$20 \times 20 =$	400
		$10 \times 6 =$	60
Storage	60 Sq ft	$6 \times 10 =$	60
Open Porch	251.2 Sq ft	$43 \times 53.4 =$	2296.2
		$8 \times 10.1 =$	80.8
		$10 \times 14 =$	140