

CITY OF DILLEY, TEXAS

NOTICE OF POTENTIAL SALE
AND
REQUEST FOR BIDS
RFB# 25-001

PUBLISHED DATE: January 28 ,2025
RESPONSE DUE DATE: February 14, 2025

Interested Parties must submit a SEALED RESPONSE PACKAGE of one (1) original and five (5) copies, to Natasha Prado, City Secretary, City of Dilley, City Hall, 116 E. Miller St., Dilley, Texas 78017 by no later than 2:00 p.m. (CST), February 14, 2025.

Table of Contents

Contents

SECTION 1.	INTRODUCTION AND GENERAL INFORMATION.....	4
A.	Introduction.....	4
B.	Property Description.....	4
C.	Timeline.....	4
D.	Deadline and Bid Requirements.....	5
E.	Evaluation of Bids.....	5
F.	Award of the Bid.....	5
G.	Contact Person.....	6
H.	Information Provided by City.....	6
I.	Costs and Expenses of Bidders.....	6
SECTION 2.	TERMS OF OFFERING.....	6
SECTION 3.	STANDARDS AND CONTROLS.....	7
A.	Site Conditions and Terms and Proposed Uses.....	7
B.	Additional Bidder Responsibilities.....	8
SECTION 4.	BID SUBMISSION REQUIREMENTS.....	8
A.	General Requirements.....	8
B.	Compliance with RFB.....	9
C.	Bid Delivery and Acceptance.....	9
D.	Explanations and Clarifications.....	10
E.	Ambiguity, Conflict or Errors in RFB.....	10
F.	Cancellation or Modification of RFB and Rejection of Any and All Bids.....	10
G.	Bidder's Indemnification.....	11
SECTION 5.	BID CONTENTS.....	12
SECTION 6.	Evaluation Criteria.....	13
A.	Evaluation Criteria.....	13
B.	Purchase and Purchase and Sale Agreement.....	13
SECTION 7.	Rights Reserved by City.....	13
SECTION 8.	Administrative Provisions.....	14
A.	Issue Date.....	14
B.	Issuing Office.....	14

C. Obtaining RFB 14
D. Revisions and Addenda 14
E. Award of Bid..... 15
F. Withdrawing of Bid 15
G. Assignment 15
 Attorney’s Fees..... 15
H. Governing Law and Venue 15
I. Sovereign Immunity..... 15
J. Bidder’s Representation..... 15
K. Equal Opportunity 16
EXHIBIT A 17
 Property Description..... 17

SECTION 1. INTRODUCTION AND GENERAL INFORMATION

A. Introduction

The City of Dilley (the “City”) hereby notifies the general public and all interested parties that the City Council of the City of Dilley is seeking and will consider sealed bids for the purchase of real property (land and improvements) located at 230 West Miller St., Dilley, Texas 78017. A legal entity that submits a response to this request for bids shall be referred to as a “Bidder.” The City intends to enter into a Purchase and Sale Agreement (“Purchase and Sale Agreement”) to transfer title to the Property as described in this Request for Bids (“RFB”).

B. Property Description

The real property is owned by the City of Dilley, Texas (the “City”). The City, Owner, and Seller is offering the property of 1.78 acres located at LOTS 13 THRU 24 BLK 5 HARRIMAN, Dilley, Frio County, Texas 78017 (“the Property”) for sale by sealed bid.

The Property is further described in Exhibit A, attached hereto.

C. Timeline

The City anticipates the following timeline for this solicitation:

EVENT	DATE	LOCATION
RFB Issued	January 28, 2025	City Secretary, Natasha Prado, 116 E Miller., Dilley, Texas 78017
Deadline to submit questions	February 4, 2025	Email questions to: nprado@cityofdilleytx.com
Response to questions	February 5, 2025	Response posted at: www.cityofdilleytx.com
Bid due date	February 14, 2025, at 2 PM	City Secretary, Natasha Prado, 116 E. Miller., Dilley, Texas 78017
Anticipated preliminary award	Bids to be opened at February meeting and award to be 30-60 days after the opening of bids	

D. Deadline and Bid Requirements

All sealed bids must be received at City Hall, 116 E. Miller, Dilley, Texas 78017 before 2:00 p.m. on February 14, 2025. The City will not accept bids after the deadline; no bid received after this deadline will be opened or considered. 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.

All sealed bids must be addressed to the attention of Natasha Prado, City Secretary. **BIDDERS MUST PROVIDE ONE (1) ORIGINAL PLUS FIVE (5) COPIES OF EACH BID.** All bids must include at a minimum the information specified in Section 4, below. Failure to include any required information will negatively affect a bid's evaluation and may be cause for its rejection. The inclusion of any additional information that will assist in its evaluation is encouraged. The adequacy, depth, and clarity of the bid will influence, to a considerable degree, its evaluation. The bid submitted must be complete enough for selection to be made based solely on its contents.

E. Evaluation of Bids

City staff will first examine the bids to determine their conformance with the requirements of this Notice of Potential Sale and Request for Bids. Any bids that are determined to be non-responsive will be rejected. Therefore, Bidders should exercise particular care in reviewing the required bid format as set forth in this RFB. See Section 4 for a description of the submittal requirements and Section 5 for the evaluation criteria of bids. City will designate an RFB selection committee to review the bids and submit its recommendations to Dilley City Council.

F. Award of the Bid

City may select one Bidder to enter a Purchase and Sale Agreement for the Property. City will select the bid that is determined to be in the City's best interests. The selected bidder will be required to enter into a Purchase and Sale Agreement substantially in the form included in Exhibit B. The City, in its sole discretion, may reject any or all bids and may decline to complete the sale of the Property. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid, but such waiver will not modify any remaining RFB requirements.

City further reserves the right to designate a reserve or backup Bidder. In the event the selected Bidder should default or for any reason fail to enter into, and consummate, a Purchase and Sale Agreement for the Property, the City may contact the backup Bidder to enter into a Purchase and Sale Agreement based on the backup Bidder's proposed bid price.

G. Contact Person

Please submit written questions regarding this RFB to:
Henry Arredondo, City Administrator
Email: cityadministrator@cityofdilleytx.com

The City will not provide an oral explanation of the RFB specifications and no oral instructions will be given before the award. Requests from interested Bidders for additional information or

interpretation of the information included in the specifications must be submitted in writing and directed to the email address above. No questions will be accepted by telephone.

The deadline for receipt of written questions shall be 12:00 PM (Noon) CST, 4th day, February, 2025

All written responses will be posted on the City website www.cityofdilleys.com under the “Public Notices” tab.

H. Information Provided by City

Information included in, or provided with, this RFB is provided solely for the convenience of the Bidders. THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS RFB. 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.

I. 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 RFB. 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.

SECTION 2. Terms of Offering

The City is seeking Bidders who are willing and able to purchase the Property for the uses and purposes stated below, in accordance with the goals as stated herein, and in compliance with the City codes, ordinances for the Property and other applicable and governing rules and regulations.

The City’s goals for seeking development of the Property include, but are not limited to, the following:

- Ensure the bid complies with requirements of this RFB.
- Ensure Bidder’s bid and proposed use of the Property provides best value to the City.

SECTION 3. STANDARDS AND CONTROLS

A. Site Conditions and Terms and Proposed Uses

1. The Property is currently zoned Commercial as defined in the City Code of Ordinances. The selected Bidder will be required comply with all applicable federal, state, and City ordinances and regulations.
2. The deed for the Property must include the following provisions:

- a. Reservation of Water and Mineral Rights: City will reserve any and all water rights and mineral rights associated with the Property.

The form of the Special Warranty Deed, including the above-listed provisions, is attached hereto as Exhibit B and is available at the City's website: www.cityofdilleytx.com

3. Should a bid be accepted pursuant to this RFB, the selected Bidder will be required to enter into a Purchase and Sale Agreement with the City for the Property substantially in the form included in Exhibit B. Upon execution of the Purchase and Sale Agreement, the selected bidder will be required to pay 10% of the sales price as an earnest money deposit. The earnest money deposit will be held into escrow with the title company and applied to the sales price at Closing, as defined in the Purchase and Sale Agreement. The Purchase and Sale Agreement will require Closing to occur within 90 days of the effective date of the Purchase and Sale Agreement, as defined therein. At Closing, the City will convey its fee simple interest in the Property by Special Warranty Deed, subject to any and all recorded instruments and/or any known or unknown unrecorded and/or apparent easements on the Property. Other than representing and warranting good title, the City offers no other warranties as to the property and specifically disclaims all other warranties.
4. All obligations of the parties for payment of brokers' fees are contained in separate written agreements. City has no Listing Broker for the Property. Buyer shall pay all costs associated with use of a broker or agent if Buyer chooses to engage one on Buyer's behalf.
5. The Property is offered and will be conveyed in "AS IS" condition. The Property may or may not contain environmental hazards, drainage, or other site conditions that will need to be remediated by the Bidder prior to its permitted use. The City does not make any representation, guarantee, or warranty concerning the condition of the Property or its suitability for any particular use.
6. The City will conduct oral presentations and tours of the property. This will be held upon request in writing. Prospective Bidders are expected to complete their own due diligence as to the condition and/or value of the Property. The City will make the property available for inspection on 10th day of February, 2025 between the hours of 9:00 a.m. and 3:00 p.m.
7. By responding to this Request for Bid, the Bidder agrees that, should his/her/its bid be accepted by the City, Closing on the Property will occur no later than ninety (90) days after the City Council's acceptance of the bid. The successful Bidder shall be responsible for *all* Closing costs connected to the transfer of the Property as defined in the Purchase and Sale Agreement, including, but not limited to, escrow fee, title policy premium, and costs of recording deed. These costs are in addition to the amount offered in the sealed bid.

B. Additional Bidder Responsibilities

1. The successful Bidder shall be responsible for obtaining at its own cost and expense, all permits, water rights, standard regulatory approvals, platting approvals, approvals for zoning changes and appeals, or regulatory changes of any kind, as well as any required engineering and environmental studies. The successful Bidder will also be, at its own cost and expense, responsible for making any improvements that may be required for the Bidder's

proposed uses.

2. City is selling the property in its "As Is, Where Is" condition. City will not be responsible for making any site improvements, grading, drainage improvements, fill, and/or to participate in the cost of constructing the selected bidder's proposed improvements. The selected bidder will be solely responsible for the cost of extending utilities (water, sewer, electricity, gas, phone, data, etc.).

SECTION 4. BID SUBMISSION REQUIREMENTS

A. General Requirements

In submitting a bid, the Bidder understands and agrees to be bound by the following terms and conditions. The terms and conditions shall become a part of the Purchase and Sale Agreement and will consist of (a) this RFB, (b) a Special Warranty Deed, (c) any additional documents identified in the Purchase and Sale Agreement; and (d) any addenda and amendments signed by a City official with authority to do so. All shall have equal weight and be deemed a part of the entire Purchase and Sale Agreement. If there is a conflict between RFB and the Purchase and Sale Agreement, the provision more favorable to the City shall prevail.

When responding to this Request for Bid, a Bidder must provide within the sealed bid:

- An earnest money deposit in guaranteed funds in the amount of 10% of the total bid amount; and
- Either a pre-qualifying letter from a mortgage lender **OR** other verifiable proof of funds sufficient to pay the sales price.

B. Compliance with RFB

All bids must comply with this RFB. Each Bidder must furnish the information required by this RFB. Bids submitted without requested information or the forms requested in this RFB will be considered nonresponsive and rejected. Any alteration of the wording in this RFB by the Bidder may result in rejection of the bid.

Except as provided in this RFB, no contacts with, or lobbying of, City employees, City officials, or City council members will be permitted. Violation of this 'cone of silence' shall constitute basis for rejection of a bid.

C. Bid Delivery and Acceptance

Bids must be received no later than 2:00 p.m., Central Time, February 14, 2025, at the City of Dilley, City Secretary's Office, 116 E. Miller, Dilley, Texas 78017. The City will not be responsible for failure of services on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder. Late submissions will be returned to the Bidder unopened. The timestamp in the City of Dilley, City Secretary's Office is the time of record for the receipt of the bid.

Bidder must submit one (1) original and five (5) copies of each bid totaling six (6) submissions of

each bid in a sealed envelope or box. The bids, marked "original" and "copy," must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Dilley
Attn: Natasha Prado, City Secretary
116 E. Miller
Dilley, TX 78017

Bid # 25-001 230 W. Miller Property

All bids must have a table of contents and each section tabbed. Bidders shall mark the RFB number, due date, and company name clearly on the outside of the box or envelope. Bids received on time will be opened publicly at 4 PM Central Time, February 14, 2025. However, only names of Bidders will be read aloud to avoid public disclosure of contents.

D. Explanations and Clarifications

Requests for explanations or clarifications of this RFB shall be emailed Henry Arredondo, City Administrator, Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the RFB must be requested in writing no later than 12:00 PM Central Time, February 4, 2025.

All requests must be received by the dates specified in Section 1-G and clearly identify the Bidder's name, point of contact, and RFB number. Nothing stated or discussed orally during any conversation, including with any City representative, shall alter, modify or change the standards and requirements of this RFB. Only interpretations, explanations, or clarifications of this RFB and answers to questions that are incorporated into a written amendment or addendum to this RFB issued by the City shall be considered by Bidders.

All amendments or addenda will be posted on the City's website www.cityofdilleytx.com under the public notices tab. It shall be the responsibility of the Bidder to make inquiries as to the addenda issued. All such amendments or addenda shall become a part of this RFB, and all Bidders shall be bound by such amendments or addenda.

E. Ambiguity, Conflict or Errors in RFB

Bidders are expected to carefully examine all documents that constitute (or that are incorporated by reference in) the RFB. The City assumes no responsibility for any errors or misrepresentations that result from the use of an incomplete RFB. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document.

F. Cancellation or Modification of RFB and Rejection of Any and All Bids

The City reserves the right to withdraw this RFB at any time and for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. If there is any disagreement or discrepancy between this RFB and any supplement or amendment, the most recent supplement or amendment shall govern. The City reserves the right to waive minor irregularities in bids, if such action is in the best interest of the City and provided the waiver will not affect the

amount of the bid or give a competitive advantage to the Bidder. Any such waiver shall not modify any remaining RFB requirements or excuse the Bidder from full compliance with the RFB specifications and other contract requirements, if the Bidder is the successful Bidder. The City shall accept all bids for review that are prepared and submitted in conformance with this RFB but reserves the right to accept or reject in whole or in part any or all bids submitted. The City reserves the right to request clarifications or corrections to bids. The unreasonable failure of a Bidder to promptly supply information in connection with such a request may be grounds for determination of non-responsiveness and rejection of the bid. Receipt of a bid by the City or submission of a bid to the City confers no rights upon the Bidder, nor does it obligate the City in any manner. The City reserves, at its sole discretion, the right to determine which Bidders are qualified to enter into the Purchase and Sale Agreement as set forth in this RFB.

G. Bidder's Indemnification

BY SUBMITTING A BID, BIDDER DOES HEREBY WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF DILLEY 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 ANOTHER 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 RFB, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF DILLEY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

BY SUBMITTING A BID, BIDDER DOES HEREBY WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF DILLEY 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 OF DILLEY, 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 RFB, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF DILLEY 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 OF DILLEY, ITS OFFICERS, OFFICIALS, AGENTS, OR EMPLOYEES. IT IS THE

EXPRESS INTENTION THAT THE BIDDER INDEMNIFIES THE CITY OF DILLEY FROM THE CONSEQUENCES OF THE CITY OF DILLEY'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 SUBMITTING A RESPONSE TO THIS RFB, BIDDER AGREES THAT IT SHALL BE BOUND BY THE INDEMNIFICATION AND REMEDY PROVISIONS OF THIS RFB. IF ANY LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, OR CAUSES OF ACTION ARISE OUT OF THIS RFB, THE CITY OF DILLEY 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 ARISE OUT OF THIS RFB FROM THE BID SECURITY PROVIDED BY BIDDER PURSUANT TO THIS RFB.

SECTION 5. BID CONTENTS

Bids must be submitted on 8.5 by 11-inch paper bound securely. Bids must contain and be organized as shown below. Each section must be separated by numbered tabs.

Cover which clearly displays the title of the RFB and Bid No.: Request for Bid for Property Sale

RFB No. 25-001

Tab 1: Table of Contents

Tab 2: Introduction and Bid:

Introduction: Provide Bidder's name and contact information, along with introductory information to Bidder's bid. This information may be included in the form of a cover letter or similar.

Proposed Use: The bid must a detailed description of the Bidder's proposed use(s) of the Property, the estimated value of the improvements, and if applicable, the number of jobs that will be created.

Property Management and Projected Impact: Provide a written proposal of planned maintenance and upkeep of the portion of the Property whereby activities will take place including adjacent areas that may have impact on, or be impacted by, the proposed use of the Property.

Tab 3: Bidder biography and other information: Provide a brief history of the bidding entity, including, the nature of the entity, date Bidder was founded, number of employees, company headquarters location, and operating locations. Bidders may also provide any other general information that the Bidder believes is appropriate to assist the City in its evaluation.

Tab 4: Purchase Bid: Provide an irrevocable bid offer for the purchase of the Property in an amount. Bidder must also include within the sealed bid an earnest money deposit in guaranteed funds in the amount of 10% of the total bid amount, and either a pre-qualifying letter from a mortgage lender OR other verifiable proof of funds sufficient to pay the purchase price.

Tab 5: Addendum Acknowledgment Form(s): If City issues one or more addenda to this RFB, then Bidder will be required to complete Addendum Acknowledgment Form. The form will be included in the addendum.

SECTION 6. Evaluation Criteria

A. Evaluation Criteria

Bids will be evaluated based on what is most advantageous to the City. The RFB selection committee will select the Bidder that best meets the evaluation criteria and make a recommendation to the City of Dilley City Council.

Bids will be evaluated on the basis of Bidders' responses to all provisions of this RFB. The City will evaluate and compare bids based on the criteria below:

- Compliance with RFB Requirements 10%
- Proposed Use and Projected Impact 40%
- Bid price per parcel/per acre 50%

B. Purchase and Sale Agreement

The City may select one or more Bidders to enter into a Purchase and Sale Agreement for all or portions of the Property. The Purchase and Sale Agreement will set forth the terms and conditions of the agreement between the City and the Bidder. Decisions regarding the sale and terms of the award will be made by the City.

The Purchase and Sale Agreement will be substantially in the form of the Purchase and Sale Agreement. The successful Bidder will be bound by the terms and conditions of the Purchase and Sale Agreement.

SECTION 7. Rights Reserved by City

The City reserves the right in its sole discretion to recommend the sale of the Property based upon the written bids received by the City without prior discussion or negotiation with respect to those bids. All portions of this RFB will be considered to be part of the Purchase and Sale Agreement and will be incorporated by reference. Any Purchase and Sale Agreement awarded in

connection with the RFB will be subject to approvals as required by the City Attorney for the City of Dilley.

The City reserves the right to accept or reject any and all bids, at its sole discretion, received as a result of this RFB, to waive minor irregularities, if the irregularities would not give a competitive advantage to the Bidder, and to conduct discussions with all responsible Bidders, in any manner necessary, to serve the best interest of the City.

The City reserves the right to request additional information from any or all Bidders if necessary to clarify statements or data contained in the bids. The City reserves the right to reject any bid as a result of misrepresentation of any information contained in the bid.

While it is the present intention of the City to enter into a Purchase and Sale Agreement for the Property as identified in this RFB as soon as practical, nothing contained in this RFB shall be construed as a warranty or commitment on the part of the City to be obligated to enter into a Purchase and Sale Agreement and/or make conveyance of any interest in the Property.

SECTION 8. Administrative Provisions

A. Issue Date

The issue date of this RFB is January 28, 2025.

B. Issuing Office

This RFB is issued by the City of Dilley, 116 E. Miller, Dilley, Texas 78017.

C. Obtaining RFB

The RFB will be made available free of charge. The RFB is available at the City of Dilley, City Secretary, 116 E. Miller, Dilley, Texas, between 8:00 a.m. and 5:00 p.m., weekdays. The RFB may also be downloaded from the City of Dilley's website at www.cityofdilleytx.com

D. Revisions and Addenda

Should it become necessary to revise any part of this RFB, provide additional information necessary to adequately understand provisions and requirements of this RFB, the City may issue one or more formal written addenda and post such on the City's website. Any addendum will include an Addendum Acknowledgment Form. **The Addendum Form must be signed and returned as part of the bid response. Failure to do so may cause the bid to be ineligible for consideration.** No oral or informal addendum to this RFB shall be binding on the City.

E. Award of Bid

Award of the bid to the successful Bidder or Bidders will be made within 30 days after the opening of bids. No award will be made until the City determines the responsibility of any Bidder under consideration, taking into consideration matters such as the Bidder's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities.

The City reserves the right to enter into a Purchase and Sale Agreement for all or parts of the Property as deemed by the RFB selection committee to be in the best interest of the City.

F. Withdrawing of Bid

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. 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 and received prior to the time set for opening bids.

G. Assignment

If selected for award, the successful Bidder may not assign its rights and duties without the written consent of the City of Dilley City Manager. Such consent shall not relieve the assignor of liability under this RFB and Purchase and Sales Agreement in the event the assignee defaults.

H. Attorney's Fees

If either party files litigation concerning this RFB, the bid process, or the Purchase and Sale Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

I. Governing Law and Venue

The construction and validity of this RFB 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 Frio County, Texas.

J. Sovereign Immunity

Nothing in this RFB 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.

K. Bidder's Representation and Guarantees

By submitting its bid, Bidder represents that:

- a. Bidder has read and understands this solicitation;

- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation.
- d. The Bidder warrants and guarantees that the bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

L. Equal Opportunity

The successful bidder must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

EXHIBIT A
Property Description

ACCOUNT



Parcel ID	14217
Legal Description	13 THRU 24 BLK 5 HARRIMAN
Additional Legal Information	DILLEY CB50
Additional Legal Information 2	
Additional Legal Information 3	
Geographic ID	00014-00005-01301-000000
Description	Real Estate
Agent	
Category Code	XVT - CITY/TOWN PROPERTY
Total Acres	1.7800

OWNER



Owner ID	R954
Name	CITY OF DILLEY
Care of	
Mailing Address	P O BOX 230 DILLEY TX 78017 0230
% Ownership	1.000000
Exemptions	

Show Map

