

**REQUEST FOR PROPOSALS (RFP) FOR  
THE SALE OF REAL PROPERTY BY THE VILLAGE OF STICKNEY, ILLINOIS**

**PROPERTY COMMONLY KNOWN AS  
4131 HOME AVENUE, STICKNEY, ILLINOIS, 60402  
PINS: 19-06-115-010-0000 AND 19-06-115-011-0000**

All proposals and other communications must be addressed and returned to:

**Village Of Stickney  
Attn: Office Of The Village Mayor  
6533 Pershing Road  
Stickney, Illinois 60402**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 PM LOCAL TIME  
ON FEBRUARY 28, 2018**

## **TABLE OF CONTENTS**

- I. PURPOSE OF THE REQUEST FOR PROPOSALS
- II. PROPERTY INFORMATION
- III. CONDITIONS GOVERNING SALE OF PROPERTY
- IV. SUBMISSION REQUIREMENTS
- V. EVALUATION CRITERIA
- VI. REJECTION OF PROPOSALS
- VII. CONTRACT AWARD

## **EXHIBITS**

Exhibit 1: Offer To Purchase Real Property

Exhibit 2: Non-Collusion Affidavit

# **REQUEST FOR PROPOSALS (“RFP”)**

## **FOR**

### **THE VILLAGE OF STICKNEY**

#### **I. PURPOSE OF THE REQUEST FOR PROPOSALS**

The Village of Stickney, Illinois (the “Village”) will accept proposals for the sale of Village owned property located at 4131 Home Avenue, Stickney, Illinois PINs: 19-06-115-010-0000 and 19-06-115-011-0000 (the “Property”).

Responses to this Request For Proposal (“RFP”) must address each component as set forth herein.

#### **II. PROPERTY INFORMATION**

The Village intends to sell the Property, which currently houses the Village’s Recreation Center (the “Recreation Center”). The Recreation Center is in such a condition so as to require demolition, including the removal of the foundation.

The Property, as consolidated, is approximately 14,455 square feet and consists of two parcels. “Lot A” (PIN: 19-06-115-010-0000) consists of 7,228 square feet and “Lot B” (PIN: 19-06-115-011-0000) consists of 7,228 square feet. Respondents may submit Proposals for (i) the Property as consolidated; (ii) Lot A; and/or (iii) Lot B. No Respondent shall be permitted to submit an offer for all three (3) categories. The Village reserves the right to sell the Property as consolidated or to more than one Respondent for the lots as separated.

The Recreation Center is a two story masonry building and consists of approximately 5,700 square feet. The Property will be sold with an express deed restriction which shall require the complete demolition of the Recreation Center within six 180 days of the date of sale. In the event that the Property is sold as Lots A and B to two (2) separate Respondents, the Respondents shall be jointly and severally liable for the demolition of the Recreation Center. It shall be a condition precedent to closing that the Respondent(s) provide an executed agreement with a licensed and bonded contractor for the demolition of the Recreation Center.

The Property is located in the Single Family Zoning District. The Respondent shall be responsible for determining whether his or her intended use of the Property complies with Village ordinances and regulations and seeking any zoning relief, if applicable.

### **III. CONDITIONS GOVERNING THE SALE OF THE PROPERTY**

#### **A. Offer**

Respondents must offer to purchase the Property in cash at closing. All Respondents must complete and submit the Offer to Purchase (Exhibit A) indicating the amount offered for the Property (i) as consolidated; (ii) Lot A; and/or (iii) Lot B. All valid Responses submitted shall remain open for sixty (60) days from the opening date of the RFP and the Village reserves the right to formally accept or reject any offer at that time.

#### **B. Purchase Price**

The Purchase price must be paid in cash at closing. The minimum purchase price for the Property is as follows:

- (i) The Property as consolidated \$60,000.00
- (ii) Lot A, separately \$28,000.00
- (iii) Lot B, separately \$39,000.00

**No Respondent shall be permitted to submit an offer for all three (3) categories.**

#### **C. Title and Escrow Costs**

The successful Respondent(s) shall be solely responsible for paying all closing fees and costs (exclusive of the Village's attorney's fees), including, but not limited to, an ALTA survey, if desired by Respondent, the cost of the owner's title policy and the escrow fees for the Property.

#### **D. Commission**

The Village agrees and acknowledges that it has not engaged the services of any agent or broker for the sale of this Property. In the event that Respondent has engaged an agent or broker, Respondent shall be solely responsible for the payment of said agent or broker, and said fees shall not be deducted from the purchase price.

#### **E. Earnest Money Deposit**

Within five (5) business days after the Village's acceptance of the offer(s), the successful Respondent(s) shall be required to deposit 10% of the accepted offer amount, as earnest money, with Chicago Title Company or other mutually acceptable title company as escrowee. The earnest money shall be non-refundable.

**F. Site Visit**

A site visit shall be held on February 15, 2018 at 10:00 a.m. at the Property. Attendance is highly recommended.

**G. Submission of Proposal**

To be considered, sealed Proposals must be submitted to the Village no later than 3:00 pm on February 28, 2018. An original Proposal and one (1) copy must be hand delivered to the Village. No Proposals submitted by electronic mail or facsimile to the Village will be accepted. The outside of the envelope must be marked “SALE OF REAL PROPERTY RFP” and delivered to:

Village of Stickney  
Attn: Office of the Village Mayor  
6533 Pershing Road  
Stickney, Illinois 60402

**All submissions are subject to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.).**

**H. Provision of Contact Information**

Those interested in submitting a proposal are encouraged to provide contact information to the Office of the Village Clerk at [villageclerk@villageofstickney.com](mailto:villageclerk@villageofstickney.com). This will allow the Village to contact interested parties in the event that there are any addenda or changes to this RFP. Individuals who do not submit contact information to the Village shall be solely responsible for independently verifying if any addenda or other changes have been issued for this RFP by contacting the Village in writing prior to the submission deadline.

**I. Award**

The Village will award the Proposal(s) to the highest responsible bidder and/or as is otherwise determined to be in the best interests of the Village and to support the highest and best use of the Property. The sale of the Property is subject to the approval of the Corporate Authorities of the Village. The Village reserves the right to negotiate with Respondents, and to reject any and all offers.

**J. Schedule**

Pre-proposal Site Visit:	February 15, 2018
Questions Due in Writing to the Village:	February 20, 2018
Proposals Due	February 28, 2018

Bid Opening:

March 5, 2018

**K. Questions**

All questions or requests for clarification should be submitted in writing via electronic email to [villageclerk@villageofstickney.com](mailto:villageclerk@villageofstickney.com) by 4:00 p.m. on February 20, 2018. The Village shall not be responsible for the delay in the transmission of any request for clarification or other communication. The Village will make all questions and answers available to all interested parties.

**L. Conflict of Interest**

Any Respondent who has a conflict of interest or potential conflict of interest shall disclose the same in his or her offer. The Village shall consider conflicts of interest in its award process.

**IV. SUBMISSION REQUIREMENTS**

**A. Required Content**

At a minimum, the following information must be included in all Proposals:

**1. Cover Letter**

The Respondent must submit a cover letter committing the Respondent to purchasing the Property on the terms and conditions set forth in this RFP, including the demolition of the Recreation Center, and providing information regarding the Respondent's intended use of the Property.

**2. Offer to Purchase**

The Respondent must complete the Offer to Purchase (Exhibit A) for:

(i) The Property as consolidated;

(ii) Lot A, separately; and/or

(iii) Lot B, separately

**No Respondent shall be permitted to submit an offer for all three (3) categories.**

**3. Non-Collusion Affidavit**

A Respondent must submit a notarized Non-Collusion Affidavit, attached hereto and incorporated herein as Exhibit B, certifying that the Respondent has not colluded with any other entity or individual in the submission of the Proposal.

## **V. EVALUATION CRITERIA**

The Village reserves the right to contact some or all of the Respondents to clarify non-material aspects of their offers. In evaluating the Proposals, the Village's selection will be based upon those factors deemed necessary to promote the best interests and welfare of the Village, including, without limitation, the best and highest use of the Property.

## **VI. REJECTION OF PROPOSALS**

### **A. Selection does not Guarantee the Award of a Contract.**

This RFP shall not create any legal obligation of the Village to evaluate any Proposal that is submitted or to enter into any contract or any other agreement with an entity who submits a response except on terms and conditions that the Village deems, in its sole and absolute discretion, to be satisfactory and desirable. All Proposals should contain an affirmative statement regarding whether there is any "conflict of interest" with the Village, its elected and appointed officials, and the Respondent.

The Village reserves the right to reject all Proposals received and the right to waive non-material formalities and technicalities according to the best interests of the Village. Any Proposals submitted shall be binding for sixty (60) days following the Village's opening and review of the same. The Village reserves the right to select a Respondent or multiple Respondents for the sale of the Property.

By submitting a Proposal, the Respondent acknowledges its understanding of the requirements of this submission and agrees to be bound to the same.

### **B. No Liability for Costs**

The Village is not responsible for costs or damages incurred by interested parties in connection with the RFP process. This includes, but is not limited to, costs associated with preparing the Proposals and of participating in any site visits, oral presentations and negotiations.

## **VII. CONTRACT AWARD**

### **A. Completion**

The Respondent's Proposal must be complete to be considered for the award.

### **B. Village's Rights**

The Village reserves the right to qualify, accept or reject any or all Respondents and accept any Proposal deemed to be in the best interest of the Village. The Village reserves the right to accept or reject any or all Proposals and waive irregularities or technicalities



in any Proposal when in the best interest of the Village and the best and highest use of the Property. The Village reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the RFP. Consideration may be given to, but not limited to, Respondent's proposed use of the Property, the best and highest use of the Property, and the offer price(s). The Village reserves the right not to accept the highest offer if it does not comport with the best and highest use of the Property or is not in the best interests of the Village.

**C. Award**

Award, if made, shall be in the form of a contract. All prescriptions of the RFP shall be understood as a form of a signed contract.

**Exhibit 1**

**OFFER TO PURCHASE REAL PROPERTY**

**TO:** Village of Stickney  
Attn: Office of the Village Mayor  
6533 W. Pershing Road  
Stickney, IL 60402

\_\_\_\_\_, herein called the “Buyer,” hereby offers and agrees to purchase from the Village of Stickney (“Village”) subject to the terms and conditions contained in this Offer and the RFP at the price set forth below:

- (i) \$ \_\_\_\_\_ for the Property as consolidated (PINs: 19-06-115-010-0000 and 19-06-115-011-0000)
- (ii) \$ \_\_\_\_\_ Lot A (PIN: 19-06-115-010-0000)
- (iii) \$ \_\_\_\_\_ Lot B (PIN: 19-06-115-011-0000)

Possession shall be granted upon closing. The Buyer hereby agrees and acknowledges that the Recreation Center shall be demolished at Buyer’s cost and expense within 180 days of the date of closing. It shall be a condition precedent to closing that the Buyer provide an executed agreement with a licensed and bonded contractor for the demolition of the Recreation Center.

The Escrow Agent shall be Chicago Title Insurance Company or other mutually agreeable title company. Transfer of the Property shall be by Special Warranty Deed.

Closing shall be within sixty (60) days of acceptance of this Offer, unless otherwise agreed to by the parties. This sale is subject to approval by the Village Corporate Authorities, and the Village reserves the right to reject all offers.

**SUBMITTAL:** To ensure proper identification and handling, submit your Offer in a sealed envelope. This Offer must be hand delivered by the date and time due to:

Village of Stickney  
Attn: Office of the Village Mayor  
6533 W. Pershing Road

Stickney, IL 60402

Timely delivery of the Offer is the sole responsibility of the Respondent. Late offers will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date.

The successful Respondent will be determined by the Village. Bids must remain valid for 60 days from the bid opening date during which time the Village may accept or reject any Offer(s).

**EXHIBIT 2  
NON-COLLUSION AFFIDAVIT**

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF COOK            )

\_\_\_\_\_ (the "Undersigned") being first duly sworn, deposes and says that they are \_\_\_\_\_ (individual, sole owner, partner, president, secretary, etc.) of \_\_\_\_\_ (the "Respondent"), the party making the foregoing Proposal; that such Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from submitting a Proposal; that said Respondent has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the price(s) of said Proposal or of any other respondent, or to fix any overhead, profit or cost element of such price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such Proposal are true; and, further, that said has not, directly or indirectly, submitted their submitted price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Respondent in their general business.

Respondent further swears that Respondent has not colluded with any elected or appointed official or employee of the Village of Stickney in the submission of the foregoing Proposal and that no elected or appointed official or any employee of the Village of Stickney has any direct or indirect disclosed or undisclosed pecuniary interest in the Respondent or Respondent's general business.

Dated: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public