

REQUEST FOR PROPOSALS

for the
Purchase of Property

Livingston County – Former Regions Bank Building
110 W. Water St.
Pontiac, IL 61764



Release: May 9, 2017

Responses Due: May 31, 2017

Livingston County Board Office
112 W. Madison St.
Pontiac, IL 61764
(815)844-6378

OVERVIEW

The County of Livingston, a body politic, through its Public Property Committee, hereby requests the submission of proposals for the purchase of the former Regions Bank building located at 110 W. Water St., in Pontiac, Illinois, presently owned by Livingston County.

To be considered, responders must submit a proposal in response to this Request for Proposals (RFP), in the manner and timeline described herein. The County makes no representations or warranties as to the condition of the property, and proposes to sell the property “as is, where is, with all faults.”

Interested parties should be aware that the County is simultaneously releasing an RFP for the lease of the same subject property. The Public Property Committee will review all proposals received and make a recommendation on how to proceed with the property to the full Livingston County Board.

PROPOSAL DUE DATE

Three copies of each proposal should be submitted to the Livingston County Board Office by 2:00 p.m. on May 31, 2017. All proposals are to be addressed to:

Livingston County Board Office
112 West Madison Street
Pontiac, IL 61764

The following notation must be noted in the lower left-hand corner of the envelope:

Purchase Proposal
2:00 p.m. on May 31, 2017

Proposals will be opened immediately following in the Committee Room of the Livingston County Historic Courthouse. You may be (but are not required to be) present during that meeting.

CHANGES IN REQUEST FOR PROPOSAL (RFP)

Livingston County reserves the right to amend, modify or cancel this RFP at any time. If it becomes necessary to revise any part of the RFP, or otherwise provide additional information, an addendum will be issued by the county and furnished to all firms and individuals that have notified the County Board Office of their interest. Interested parties should contact the County Board Office at (815) 844-6378. Please acknowledge the receipt of any addenda in the appropriate section, as directed in the addendum.

CONTRACT NEGOTIATIONS

Livingston County reserves the right to negotiate a contract after the successful developer is selected. Selection will be based only on the proposal submitted and subsequent interviews, if any; therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

QUESTIONS CONCERNING THIS RFP SHOULD BE DIRECTED TO:

Any questions regarding the above procedure or the contents of this RFP must be made in writing and directed to:

Alina Hartley, Administrative Resource Specialist
Livingston County Board Office
112 West Madison Street
Pontiac, IL 61764
(815)844-6378
ahartley@livingstoncountyil.gov

All questions must be submitted by no later than 12:00 p.m. on Thursday, May 25, 2017.

PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a proposal and all confidential information must be clearly stated at the top and bottom of each page of the proposal. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with applicable Illinois statutes.

To the extent permitted by law, it is the intention of Livingston County to withhold the contents of the proposals from public view until such time as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Livingston County. At that time, all proposals will be available for review in accordance with the Illinois Freedom of Information Act.

INCURRING COSTS

Livingston County is not liable for any costs incurred in replying to this RFP.

ACCEPTANCE / REJECTION

Livingston County reserves the right to accept or reject any or all proposals in part, or in total, as deemed to be in the best interest of Livingston County and to waive all minor irregularities in the proposal process. Any submission that is deemed non-responsive, or does not meet the requirements is subject to rejection. Changes proposed by the responder to the terms and conditions contained herein or any deviation from the requirements outlined in this request must be clearly marked and identified in the bid proposal response.

Firms or individuals whose proposals are not accepted will be notified as soon as the awarded contract has been approved.

Property Description

The subject property is located at 110 W. Madison St. in Pontiac, Illinois, on the corner of Water and Mill streets, containing 3.080 acres more or less. The building is two story joint masonry, brick on concrete block, consisting of 5,541 square feet total, built in 1968.

Currently, the Livingston County Veterans Assistance Commission and the Livingston County Coroner's office occupy the lower level of the building. These offices would be relocated, should the County accept an offer to purchase. The County may also consider entering into a Lease Agreement for these office areas, should the purchaser being willing to offer such an agreement.

The two offices located on the 1st floor of the building are currently unoccupied.

This parcel is currently zoned Commercial through the City of Pontiac.

Information provided herein regarding the property is deemed reliable, but is not guaranteed and should be verified by the respondent prior to submitting a proposal.

Site Access for Potential RFP Respondents

A walkthrough has been scheduled for Tuesday, May 23rd at 1 p.m. for all potential respondents. Attendance is not required, but is highly recommended.

Conditions Governing Sale of Property

A. Offer

All bidders must complete and submit the Offer to Purchase (Attachment A) indicating the amount offered for the Property. All valid offers submitted shall remain open 90 days from the opening date of the RFP and the County reserves the right to formally accept any offer within that time period.

B. Purchase Price

Interested parties must offer to purchase the Property in cash, certified check, or wire transfer at closing.

C. Earnest Money Deposit

Once a proposal is accepted by the County, the Buyer will be given 7 days to submit an earnest money deposit of 5% of the Purchase Price, in the form of a certified check or cashier's check payable to Livingston County. Earnest money will be applied to the purchase cost at closing.

D. Evidence of Title

The County will furnish Buyer a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to the Property subject only to matters to which this sale is subject and to the customary exceptions contained in owners policies issued by such

company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until final closing to correct such defects. Owners title policy in amount of the purchase price for the Property will be paid for by the County and issued to the Buyer after delivery of deed. In the event the Property lies in a special flood hazard area, as defined under any Federal or State law, this shall not constitute a defect rendering title merchantable.

E. Taxes

Taxes for the year 2016, payable in 2017, shall be paid by County. Taxes for 2017, payable in 2018, shall be prorated as of the date of final closing. Buyer shall receive credit on the purchase price at the time of closing for County's share of such taxes based upon the latest available information.

F. Inspections

The Property is being offered for sale "AS IS" and there are no express warranties nor any implied warranties with respect to the habitability of the Property, subject to the right of inspection as contained in Paragraph 1 set forth below and unless the parties agree to the contrary in writing. The Property being sold is not new, and Buyer hereby acknowledges there has been no representation by the County regarding the condition of the Property.

(1) At Buyer's expense, Buyer shall have the right to obtain an inspection(s) of the Property by an independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, to determine the condition of the premises. If inspection discloses any TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL, or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF STRUCTURAL COMPONENTS, LEAD PAINT, or any unacceptable MOLD or RADON levels, and Buyer wishes to request repairs or remediation, Buyer shall submit a copy of the inspection report(s) and Buyer's specific written request for remediation or repairs, if any, to County within ten (10) days of receiving the report. Buyer shall also have the opportunity to perform a final walk-through, within 24 hours prior to the final settlement, to confirm that the condition of the property has not deteriorated from the date that the offer was made to purchase, ordinary wear and tear excepted.

(2) If defects are reported, then the County shall have one of the following options, and shall give written notice to Buyer within ten (10) days of receiving Buyer's report.

- a. Treat the condition and repair the defect at the County's own cost and expense;
- b. Give Buyer a credit for the cost of repair at settlement; or
- c. Rescind the Contract and refund Buyer's earnest money.

(3) Should County elect to rescind the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in its "AS IS" condition, with whatever defects exist. Buyer must give Seller written notice of this intention within five (5) days of receiving County's notice of rescission.

G. Termite Inspection

Buyer, at his initiative and expense, may obtain an inspection from a recognized exterminator that based upon careful inspection of accessible areas, and on sounding of accessible structural members, there is no evidence of termite or other wood destroying insect infestation in the subject property, or evidence of any previous infestation. In the event the inspection reveals a current active infestation, then County shall bear the cost of extermination or the County, at the option of the County, may refund the earnest money to the Buyer and the contract shall be considered null and void. In the event of active infestation, previous infestation or damage to structural members, then Buyer shall have the right to have the Property inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is damage to any structural members. In the event it is determined that structural damage exists, the County shall have the option of correcting such structural damage or returning the earnest money to the Buyer and nullifying the contract.

H. Commission

Any commission to be paid to an agent or broker shall be paid by the Buyer and shall not be deducted from the purchase price.

I. Exceptions

Any exceptions from the provisions of the Request for Proposals, which are desired by the Bidder, shall be specifically noted in the proposal submitted,

including additional requirements or requests. The exceptions to be listed shall include any contingencies to closing the transaction including, but not limited to, financing and feasibility contingencies.

Submission

Three copies of each proposal should be submitted to the Livingston County Board Office by 2:00 p.m. on May 31, 2017. All proposals are to be addressed to:

Livingston County Board Office
112 West Madison Street
Pontiac, IL 61764

The following notation must be noted in the lower left-hand corner of the envelope:

Purchase Proposal
2:00 p.m. on May 31, 2017

Evaluation of Proposals

All proposals will be reviewed and evaluated by the Public Property Committee based upon the information contained within. The Public Property Committee will simultaneously review proposals for the lease of property, and will determine, at their discretion, the response that is in the best interest of the County.

Attachment A

OFFER TO PURCHASE REAL ESTATE

Livingston County Board Office
112 W. Madison St.
Pontiac, IL 61764

_____, herein referred to as “Buyer,” hereby offers and agrees to purchase from the County of Livingston (“County”) at the price and subject to the terms and conditions contained in this Offer, the following described real property (“Property”):

Tract 1: A tract of land designated on the Plat of Pontiac as “Mill Property,” more particularly described as follows: Bounded on the East by the centerline of vacated Main Street, on the North by Water Street, on the West by Mill Street as it is presently located, and on the South by Short Street, also known as River Street, being located on a part of the West ½ of the Southeast ¼ of Section 22, Township 28 North, Range 5 East of the Third Principal Meridian, EXCEPT the premises, rights and easements of ingress and egress conveyed to the Illinois Water Service Company, a corporation, in the deeds recorded on Pages 46, 47, 48, and 72 of the Book 218 in the Office of the Recorder of Deeds, Livingston County, Illinois and ALSO EXCEPT the following: Commencing at the Northwest corner of the Mill Property at the intersection of Mill and Water Streets, thence East along the South line of Water Street 28 feet and 3 inches to a point 6 feet East of the East line of the curbstone of the present pavement on Mill Street, thence Southwesterly parallel to the East line of the said curbstone to a point East of the North end of the bridge on Mill Street, thence West to the East line of said Mill Street, thence North 122 feet 9 inches to the place of beginning, as described in Warranty Deed dated December 21, 1900, recorded January 4, 2901, in Book 126, Page 18, in Livingston County, Illinois.

Tract 2: The West 8 feet of Lot 4 in Block 98 (being a subdivision of the East part of the former Mill Property lying North of the Vermillion River) in the Original Town (now city) of Pontiac; and also all of vacated Main Street

lying South of Water Street and North of the Vermillion River, all located in Livingston County, Illinois.

Submittal: To ensure proper identification and handling, submit your Offer in a sealed envelope. This offer may be hand delivered or mailed, and must be delivered by the date and time due to:

Livingston County Board Office
112 W. Madison St.
Pontiac, IL 61764

The following notation must be noted in the lower left-hand corner of the envelope:

Purchase proposal
2:00 p.m. on May 31, 2017

Timely delivery of the Offer is the sole responsibility of the Bidder. Late offers, as determined by the County, will not be accepted. All offers shall remain valid for a period of 90 days from the RFP opening date.

The successful Bidder will be determined by the Seller based on the bid amount and any exceptions and contingencies identified by the Bidder. Bids must remain valid for 90 days from the bid opening date during which time the Seller may accept or reject any offer.

OFFER TO PURCHASE

Total Purchase Price Offered: \$ _____

Agent Commissions and other closing costs attributable to the Buyer are the responsibility of the Buyer and are not included in the purchase price.

Name of Buyer: _____

Address: _____

Telephone #: _____

Email Address: _____

Agent (If applicable): _____

Agent Address: _____

Agent phone & email: _____

Please List Exceptions, Contingencies or Offers (use additional sheets if necessary):

Signature of Buyer: _____

Print Name and Title: _____

Date: _____

Signature of Agent (If applicable): _____

Print Name and Title: _____

Date: _____