

# **KINGMAN COUNTY, KANSAS**

## **Request for Proposals To Purchase and Develop Vacant Real Property (Request No. 2019-0520)**

**Issued: May 20, 2019  
Closing Date: Thursday, June 20, 2019  
Closing Time: 1:00 p.m., Local Time**

Kingman County, Kansas (the "County") is soliciting proposals for the purchase and development of two parcels of vacant County-owned property located in the City of Kingman, Kansas, more particularly described in Appendix A to this Request ("Parcel 1" and "Parcel 2" and, collectively, the "Property"). The County is seeking developers or development teams (an "Interested Party") to purchase and develop the Property in a manner that is (1) compatible with and will promote the business environment and economy of the County and the City of Kingman; (2) that complies with the City of Kingman zoning and land use regulations; and (3) that will return the Property to the County's real property tax roll. Interested Parties may submit proposals for either Parcel 1 or Parcel 2. If an Interested Party elects to submit proposals for the development of both Parcel 1 and Parcel 2 separate proposals are required for each parcel.

Interested Parties should submit one (1) original and five (5) copies of the Interested Party's Proposal in sealed envelopes or packages. The outside of the envelopes or packages must be labeled with the Interested Party's name and address and clearly marked "Proposal to Purchase and Develop Real Property, Attention: Kingman County Clerk." Proposals must be received on or before the Closing Time on the Closing Date in the offices of the County Clerk at the following address:

**Kingman County Clerk  
Kingman County Courthouse  
130 North Spruce  
Kingman, KS 67068**

**For information regarding this Request for Proposals contact:**

John Caton, County Counselor  
Telephone: 620-662-3331  
Email: [john.caton@martindell.com](mailto:john.caton@martindell.com)

**Kingman County**  
**REQUEST FOR PROPOSALS**  
**No. 2019-0520**

The Board of County Commissioners (the “Board”) of Kingman County, Kansas (the “County”) is seeking sealed proposals for the purchase and development of two parcels of vacant real property owned by the County and located in the City of Kingman, Kansas, as more particularly described in Appendix A to this Request which parcels are referred to as “Parcel 1” and as “Parcel 2” and, collectively, as the “Property”) Interested Parties may submit proposals for the purchase and development of either Parcel 1 or Parcel 2 or for both parcels. **If an Interested Party wishes to submit proposals for the purchase of both Parcel 1 and Parcel 2, separate proposals for each parcel are required.**

Questions regarding this Request may be directed to the Kingman County Counselor, John Caton, Martindell Swearer Shaffer Ridenour LLP, 20 Compound Drive, Hutchinson, KS 67502, Telephone 620-662-3331, Email: [john.caton@martindell.com](mailto:john.caton@martindell.com). Proposals should be sealed and marked “Proposal to Purchase and Develop Real Property” and be delivered to the office of the County Clerk prior to the Closing Time on the Closing Date specified on the Cover Page of this Request. After the Closing Time on the Closing Date the Proposals submitted will be publicly opened. The Proposals received will be reviewed by the Board at its regular meeting on Monday, June 24, 2019. Proposals received subsequent to the Closing Time on the Closing Date will not be considered. The County reserves the right to reject any or all Proposals.

Please note that Proposals will not be returned and once submitted become the property of Kingman County.

**Definitions**

The term “Proposal” used herein refers to a proposal submitted by a prospective Interested Party in response to this Request for Proposals. The term “Interested Party” refers to a party that proposes to (1) purchase the vacant real property owned by the County described in Appendix A and (2) develop such real property as described in the Interested Party’s Proposal. The term “County” refers to Kingman County, Kansas, a political subdivision of the State of Kansas. The term “Board” refers to the County’s Board of County Commissioners.

**Proposal Instructions**

Proposals must be submitted on 8½” by 11” paper, with all pages numbered inclusive of tables, appendices and other included materials. Such Proposals shall include the proposed Purchase Price to be paid by the Interested Party and the means and methods of payment therefor. Such Proposal also shall describe in detail the Interested Party’s proposal for development of the Property. **All copies must be signed** by an authorized officer of the Interested Party or other person legally authorized to execute agreements on the Interested Party’s behalf. Failure to manually sign the Proposal or any related certificate or document required by this Request for Proposals may result in the County’s rejection of the Proposal.

Interested Parties are advised to examine thoroughly the specifications, schedules, instructions, and all other materials included as part of this Request for Proposals and to conduct such investigations and make such inquiries as the Interested Party considers necessary to respond to this Request for Proposals and to be familiar with matters which may affect the terms of the Interested Party's Proposal.

The Interested Party shall provide the required number of copies of the Proposal as specified in the Request for Proposals. On each copy the authorized officer or representative of the Interested Party must print or type their name and manually sign the Proposal.

The Proposal must be organized in the sequence and format requested. The Interested Party should provide carefully considered responses to the matters described herein. Proposals will be evaluated with regard to the adequacy, accuracy and completeness of the response to this Request for Proposals. The terms of the Proposal accepted by the Board will be incorporated by reference in the successful Interested Party's contract.

All contracts and agreements incident to this Request for Proposals are subject to the approval of Martindell Swearer Shaffer Ridenour LLP, Hutchinson, Kansas, counsel for the County, and shall be governed and construed in accordance with Kansas law, without regard to the conflicts of laws principles thereof.

**Pre-Closing Date Conference**

A Pre-Closing Date Conference will be conducted on **Monday, June 10, 2019, in the County Commissioners' meeting room on the lower level of the Kingman County Courthouse, 130 N. Spruce, Kingman, Kansas.** The Pre-Closing Date Conference is to provide all prospective Interested Parties an opportunity to pose questions or provide comments regarding this Request for Proposals. Prospective Interested Parties and their representatives should familiarize themselves with the terms and provisions of this Request prior to the Pre-Closing Date Conference. All Interested Parties are encouraged submit questions and comments prior to the Pre-Closing Date Conference to the attention of the County Clerk in writing or in electronic format to [noblite@kingmancoks.org](mailto:noblite@kingmancoks.org). All Interested Parties are encouraged to attend the Pre-Closing Date Conference.

**Submission of Proposals**

Sealed Proposals must be submitted in response to this Request on or before the Closing Date and Time and at the address set forth on the cover page of this Request for Proposals. Proposals submitted by fax will not be accepted.

The original and all copies of the Proposal must be signed by an officer, partner, member or other individual authorized to execute the bid on behalf of the Interested Party.

Proposals may be withdrawn prior to, but not after, the Closing Time on the Closing Date. Proposals received after the Closing Time on the Closing Date will be returned to the Interested Party unopened and will not be considered.

Proposals submitted must remain valid and open for acceptance by the County's Board for a minimum of 60 days after the Closing Date.

**Retention of Proposal Documentation**

All materials and supporting documentation submitted in response to this Request for Proposals shall become permanent property of the County.

**Competitive Proposals; Negotiation of Terms**

Proposals will be opened and reviewed in a manner to avoid disclosure of an Interested Party’s Proposal to competing other Interested Parties, and the provisions thereof will be kept confidential during review by the County’s administrative personnel. However, all Proposals shall be open for public inspection after the Board accepts a Proposal submitted pursuant to this Request for Proposals. Any materials constituting trade secrets or otherwise confidential information included with the Interested Party’s Proposal shall be clearly marked “CONFIDENTIAL” and shall be submitted in a manner permitting it to be redacted or otherwise protected from disclosure consistent with the provisions of the Kansas Open Records Act.

Negotiations may be conducted by the County with Interested Parties that submit Proposals and which are determined by the Board to be reasonably susceptible of being selected for award. All Interested Parties will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of Proposals. Revisions to Proposals may be permitted after submission and before award for the purpose of obtaining the best and final Proposals as determined by the Board and subject to compliance with the following:

- (a) Any oral negotiations must be confirmed in writing prior to award.
- (b) Award of a contract for the purchase and development of the Property may be made by the Board without negotiation of Proposals with any Interested Party.
- (c) Additional cost or pricing data may be required to be submitted during the process of any negotiations that may be conducted after receipt of Proposals and prior to award of a contract.
- (d) The Board reserves the right to contact any Interested Party at any time subsequent to the Closing Date but prior to award of a contract pursuant to this Request for Proposals in order to clarify, verify or to request additional information regarding the contents of any Interested Party’s Proposal.

**Prohibited Contractual Provisions**

Provisions described below are not acceptable and Proposals conditioned upon such provisions will be considered non-conforming and will not be considered by the Board:

- (a) Multi-year contract term provisions which do not include an annual right of termination in accordance with the Kansas cash basis law.
- (b) Provisions which would obligate the County to indemnify other parties;
- (c) Provisions which would obligate the County to submit disputes to binding arbitration;
- (d) Provisions which would obligate the County to pay another party’s legal fees and expenses;

(e) Provisions under which the laws of a state other than Kansas would govern the construction, interpretation or enforcement of any agreement incident to this Request for Proposals; and

(f) Provisions which would impose a choice of forum other than the Kansas District Court in Kingman County for resolution of disputes.

### **Severability**

In the event any one or more of the provisions contained herein shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or of the contract awarded in connection with this Request for Proposals and this Request for Proposals or the contract shall be construed as if such invalid, illegal or unenforceable provision were not contained herein or therein.

### **Appendices**

The Appendices to this Request for Proposals, and the information contained therein, are integral and essential parts of this Request and should be read and considered in conjunction with the other information, requirements and specifications set forth herein.

### **Acceptance of Proposal**

The County will accept a Proposal submitted by a responsive and responsible Interested Party which, in the Board's sole judgment and discretion, will best provide the County the highest purchase price for each Parcel of the Property coupled with the most desirable proposal for development and future use of the Property. The Board's decision will be based on its assessment and evaluation of the Proposals submitted in accordance with this Request taking into consideration such Interested Party's business reputation, references, the proposed purchase price for the Property and the method and means of payment thereof and other factors described herein and such may not be based solely and only on the purchase price offered for the Property.

The costs to the County described in the Proposal, the Interested Party's proposal for purchase of the County-owned real property, the financial responsibility of the Interested Party, the Interested Party's ability to perform its obligations as described in this Request for Proposals and the Interested Party's Proposal are primary concerns to be considered by the Board in awarding a contract.

Upon acceptance by the Board, the terms and provisions of the successful Interested Party's Proposal shall be deemed an agreement in principle and in accordance with the provisions of this Request for Proposals pending execution by the parties of a definitive agreement setting forth the terms under which the Property be sold to and developed by the successful Interested Party.

The Board reserves the right to accept any item or group of items offered, unless an Interested Party's Proposal is qualified by specific limitations.

The Board reserves the right to reject any and all Proposals submitted in response to this Request, the right to waive minor informalities or irregularities in any such Proposal and the right to negotiate separately with any Interested Party with respect to any manner necessary to serve the best interests of the County as

determined by the Board in its sole discretion. The Board will not pay for any information solicited or obtained through any response.

### CERTIFICATIONS

**Certifications and Agreements.** By submitting a Proposal in response to this Request for Proposals:

The Interested Party certifies that the Interested Party is a corporation, limited liability company, partnership, sole proprietorship or other business entity qualified and authorized to do business in the State of Kansas, that the Interested Party has no delinquent unpaid general *ad valorem* taxes or special assessments levied with respect to any real or personal property owned or leased by the Interested Party that are due to the County, the State of Kansas or any political subdivision of the State of Kansas, has not applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of the Interested Party or of all or any substantial part of its property, has not commenced a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect), or filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

#### **Intellectual Property**

The Interested Party warrants that all applicable patents, copyrights, trademarks, trade names, service marks, licenses or other agreements material to the Interested Party's Proposal are valid, enforceable, that the Interested Party is in full compliance with the terms and provisions thereof which are binding on the Interested Party and the Interested Party agrees to indemnify and hold the County whole and harmless from and against any claim, cause of action, loss or liability of any kind or character arising out of or in connection with the Interested Party's use of any intellectual property, license or other agreement, including the County's reasonable attorney's fees.

The terms and provisions of the Interested Party's Proposal shall be subject to acceptance by the Board for a period of sixty (60) days from and after the Closing Date, or for such other period as may be specified in the Interested Party's Proposal, whichever is longer.

#### **Certification Statement:**

Each Proposal submitted in response to this Request shall be accompanied by the following certificate, without modification, signed on behalf of the Interested Party by its Authorized Representative and dated on or before the Closing Date:

**CERTIFICATION STATEMENT**

I, the undersigned, hereby certify that I am authorized to execute this Certification Statement for and on behalf of the Interested Party identified below, that I have read and understand the terms and provisions of the Request for Proposals to which the Interested Party's Proposal is responsive, that the Interested Party's Proposal submitted in response to such Request for Proposals constitutes a firm proposal and commitment by the Interested Party to purchase and develop the Property described in said Proposal for the prices and costs set forth therein and shall be available for acceptance by the Board of County Commissioners of Kingman County, Kansas.

**I certify that the Interested Party is qualified to submit this Proposal and that this Proposal complies in all respects with the specifications, terms, provisions and requirements set forth in said Request for Proposals and that such Proposal may be accepted in reliance upon this Certification, without reservation or qualification except as specifically set forth herein.**

**Legal Name of The Interested Party:** \_\_\_\_\_

**Authorized Representative's Signature:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Representative's Title:** \_\_\_\_\_

**Representative's Email Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 2019

**APPENDIX A**

**TERMS AND CONDITIONS OF THIS  
REQUEST FOR PROPOSALS  
NUMBER 2019-0520**



## Appendix A

### Description of the Property

Kingman County owns the parcels of real property referred to in this Request, collectively, as the "Property". The Property consists of two separate tracts described below, both of which are located in the City of Kingman. The County is soliciting proposals for the purchase of the Property by an Interested Party or Interested Parties who or which will undertake to develop the Property in accordance with this Request.

**Parcel 1** consists of three separate lots located on the east side of Main Street. The three lots are described as follows:

Lot A is commonly known as **228 N. Main Street**, Kingman, KS. The CAMA Parcel No. is 103-05-0-20-15-008-00-0-01. The current appraised value of Lot A is \$5,280;

Lot B is commonly known as **232 N. Main Street**, Kingman, KS. The CAMA Parcel No. is 103-05-0-20-15-007-00-0-01. The current appraised value of Lot B is \$5,280;

Lot C is commonly known as **236 N. Main Street**, Kingman, KS. The CAMA Parcel No. is 103-05-0-20-15-006-00-0-01. The current appraised value of Lot C is \$5,280.

Lots A, B and C are offered for sale as a single parcel referred to herein as Parcel 1. Additional information regarding the lots comprising Parcel 1 is available on the Kingman County Appraiser's web site at the following address:

<https://www.kansasgis.org/orka/map.cfm>

**Parcel 2** is situated at the southwest corner of the intersection of Spruce and East B Avenue and is commonly known as **121 East B Avenue**, Kingman, KS. The CAMA Parcel No. is 103-05-0-20-15-001-00-0-01. The current appraised value of Parcel 2 is \$22,156. Additional information regarding Parcel 2 is available on the Kingman County Appraiser's web site at the address set forth above.

### Criteria for Evaluation of Proposals

Interested Parties may submit proposals for the purchase and development of Parcel 1 or Parcel 2 or for both parcels.

**Separate Proposals for the purchase and development of Parcel 1 and Parcel 2 are required for consideration and evaluation by the Kingman County Board of County Commissioners.**

Each Proposal received will be evaluated on the basis of the following criteria:

#### Purchase Price

The Purchase Price for each Parcel shall be stated in current dollars and shall be payable by the successful Interested Property upon Closing. Kingman County will not provide any financing for such purchase and it is the responsibility of each Interested Party to secure any financing such Interested Party may require in order to complete the purchase of the Parcel. The County is seeking the highest and best Proposal for the

Purchase Price for each Parcel, but the proposed Purchase Price will not be the sole criterial upon which Proposals will be evaluated.

### **Earnest Money Deposit**

Each Proposal shall be accompanied by a cashier's check or bank check in an amount equal to not less than ten percent (10%) of the proposed Purchase Price. The Earnest Money Deposit of the successful Interested Party will be retained by the County and applied to pay a portion of the Purchase Price at Closing. The Earnest Money Deposits of the other Interested Parties will be returned promptly. The Earnest Money Deposit of the successful Interested Party is to secure such Interested Party's performance of the buyer's obligations pursuant to the contract for the sale and purchase of the subject Parcel and will be returned to the successful Interested Party only in the event the County is unable to provide merchantable title to the Parcel upon Closing.

Proposals that are not accompanied by the required Earnest Money Deposit will not be considered by the Board.

### **Economic Development Criteria**

The Board's goal in offering the Property for sale is to (1) return the Property to the County property tax rolls and (2) encourage economic development within the City of Kingman and Kingman County. Each Interested Party is requested to provide as part of the Proposal the Interested Party's:

1. Intended use of the Parcel;
2. The estimated cost of the improvements to be constructed and located on the Parcel;
3. The date by which the construction of such improvements will (a) be commenced and (b) be completed;
4. A detailed statement of the projected economic benefits of the improved Parcel during (a) construction of the proposed improvements, (b) during each of the first five (5) years after completion of the proposed improvements and (c) during each of the second five years after completion of the proposed improvements.

The Proposal of the successful Interested Party for the development of the subject Parcel will be incorporated in and be a part of the contract for sale of the Parcel to the Interested Party.

It is anticipated that each Parcel will, subsequent to its sale to the successful interested party, be entitled to the benefits provided by the Kingman County Neighborhood Revitalization Program, provided proper application is made for such benefits. The successful Interested Party's failure (a) to commence construction of the proposed improvements by the date specified in the successful party's proposal, (b) to complete construction of the proposed improvements by the date specified in such proposal, or (c) to pay all or any portion of the *ad valorem* taxes levied and assessed with respect to such Parcel subsequent to the Closing will result in termination of the NRP benefits with respect to such Parcel.

### **Other Information**

The County and the successful Interested Party will enter into a contract for the sale and purchase of each parcel within ten (10) days after the Board's acceptance of such Interested Party's Proposal. Such contract shall be prepared by the County's County Counselor and shall include such provisions as the Board and the successful Interested Party shall approve. The terms and provisions of the successful Interested Party's Proposal will be incorporated in and constitute a part of such contract.

In the event the parties are unable to agree upon the terms of such contract or in the event such Interested Party fails to complete the closing of the transactions contemplated by such contract, the successful Interested Party shall forfeit its Earnest Money Deposit. In such event, the County may in its discretion, re-offer the Parcel for sale upon such terms as the Board shall determine but such successful Interested Party will not be eligible to submit a proposal for the purchase and development thereof.

The Board of County Commissioners reserves the right to reject any or all Proposals submitted and to negotiate the terms of the sale of the Parcels as more fully set forth in this Request.