

# Public Auction State Property for Sale

## INVITATION FOR BIDS (IFB)

Visit the **Arizona Department of Administration (ADOA), General Services Division (GSD)** Website at: <http://gsd.azdoa.gov>.

This sale is for the property located at 2422 West Holly, Phoenix, in Maricopa County, State of Arizona.

- **A Minimum Bid amount is established.**
- **A Bid Deposit is required.**



**View of 2422 West Holly, Phoenix, AZ 85009**

### Property Description

- Type of Property:** 2422 West Holly is an industrial property with 22,595 square feet of building improvements and 53,721 square feet of site area. According to the City of Phoenix General Plan land use map, the property is in an area targeted for industrial uses.
- Location:** 2422 West Holly, Phoenix, Maricopa County, Arizona 85009
- Legal Description:** Lot 24, McDowell Industrial District Unit 2, according to the plat of record in the office of the Maricopa County Recorder, in book 72 of Maps, page 46. AND Tract 23, McDowell Industrial District Unit 2, according to the plat of record in the office of the Maricopa County Recorder, in Book 72 of Maps, page 46.
- Building Area:** **Approximately** 22,595 square feet
- Site Area:** **Approximately** 53,721 net square feet (1.23 net acres)
- Land Building Ratio:** 2.378
- Maricopa County Assessors Parcel Numbers:** 110-50-023; 110-50-004
- Flood Zone:** Flood Zone X, per FEMA FIRM 04013C2130G
- Zoning:** A-2, Industrial District; City of Phoenix
- Adjacent Land Uses:** The north, east, and south land uses are industrial in nature; the west land use is frontage road and Interstate 17 (Black Canyon Freeway).

**Auction Summary**

**Sale Type:** Public Auction  
**Start Date:** Tuesday, March - 30, 2010  
**Bid Opening:** Friday, April - 30, at 3:00 P.M. U.S. Mountain Standard Time  
Arizona Department of Administration  
State Procurement Office  
100 North 15<sup>th</sup> Avenue; Suite 104  
Phoenix, AZ 85007

**Property:** 2422 West Holly, Phoenix, AZ 85009

**Minimum Bid:** \$1,200,000

**Bid Deposit:** \$50,000

**Information on the Web:** <http://gsd.azdoa.gov>

**Sales and Auction Information:** Anyone having questions or requiring assistance regarding the auction of this property may contact:  
Ryan Maxwell - ADOA Leasing Coordinator  
Phone: 602-542-1941  
email: [ryan.maxwell@azdoa.gov](mailto:ryan.maxwell@azdoa.gov)

**Initial Showing and Inspection Opportunities:** The Property is available for an initial showing Tuesday, April 6, 2010 and Tuesday, April 13, 2010.  
The Property is available for subsequent inspections by appointment only.  
Anyone wishing to schedule an initial showing or subsequent inspection may contact:  
Ryan Maxwell - ADOA Leasing Coordinator  
Phone: 602-542-1941  
email: [ryan.maxwell@azdoa.gov](mailto:ryan.maxwell@azdoa.gov)

## **BRIEF DESCRIPTION of SALE PARCEL**

2422 West Holly is single-tenant industrial office building property with approximately 22,595 square feet of building improvements constructed in 1967 and is situated on approximately 53,721 square feet (1.23 net acres) of site area. According to the City of Phoenix General Plan land use map, the property is in an area targeted for industrial uses.

The concrete block frame building is in fair-to-average condition and briefly, the interior configuration includes: (1) a secured lobby-entry in the southeast corner; (2) offices extending along the southern portion of the west side; (3) conference room; (4) two sets of men's and women's restrooms, janitorial closets, a utility room and lunch room; and (5) extensively subdivided into laboratories, storage, and other specialized spaces that extend off central corridors.

The building is cooled by a Trane 70-ton chiller and a small six-ton Carrier supplemental unit, both located on the east side of the structure. There is a large gas-fired boiler for heat. Numerous roof-mounted air-handling units ducted to all areas provide hot and cold air. There are also evaporative cooling units supplying make-up air for 24 laminar flow vent hoods within the laboratory spaces.

The building and site are comparable for the neighborhood and marketing area. The building is serviced by City of Phoenix water and sewer systems. There are a total of 39 lined and striped parking spaces, including requisite handicapped spaces with nine space on the south side of the building, and 30 spaces to the east that indicate a ratio of 1:566 square feet (suitable for typical office/warehouse use).

Vehicle access is provided by both Holly Street and the I-17 Frontage Road.

***IMPORTANT:***      *Bidders are reminded that this property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee, regarding quality, title, character, condition, size or kind, square footage,*

*or that the Property is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.*

### **LOCATION AND SETTING**

This property is located northwest of the Phoenix downtown central business district. Surrounding property uses are primarily commercial and industrial in nature. Some residential properties are located along the interior streets of the perimeter of the neighborhood.

Public transportation is available along most arterial neighborhood streets. The Metro Light Rail system runs approximately ½ mile east of the property.

### **DRIVING DIRECTIONS**

2422 West Holly, Phoenix, AZ 85007 is located at the northeast corner of Holly Street and the I-17 Frontage Road between West Thomas Road and West McDowell Road.

### **EASEMENTS, RESERVATIONS AND ENCROACHMENTS**

This property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way.

Mineral rights will be conveyed with the surface rights.

There are no water rights associated with the Property.

### **UTILITIES**

**Gas:** Southwest Gas Company

**Water:** City of Phoenix

**Electric:** Arizona Public Service

**Sanitary Sewer:** City of Phoenix

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers listed above for information on the availability of utilities.

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## **IMPORTANT INSTRUCTIONS TO BIDDERS**

This Important Instruction to Bidders is made subject to the terms of the Invitation for Bid (IFB) including its Property Descriptions, General Terms of Sale, Important Instructions to Bidders, Notification of Hazardous Substances and/or Materials, Bidder Registration and Bid Form For Purchase of Real Property, Exhibits, and any associated amendments to the IFB, all of which are incorporated to this IFB by reference, and made a part of hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the State prior to the conclusion of the public auction.

### **1. TYPE OF SALE**

The sale of the Property will be by public auction via a sealed bid process.

### **2. START DATE**

The State will accept sealed bids beginning Tuesday, March 30, 2010 at 8:00 a.m. U.S. Mountain Standard Time. Bidders must legibly print "2422 WEST HOLLY, PHOENIX, AZ" on the exterior of the sealed bid. Sealed bids must be mailed or hand delivered to the following address:

Arizona Department of Administration  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 104  
Phoenix, AZ 85007

### **3. TERMS OF SALE**

Bids to purchase the Property must be on an ALL CASH basis only. The Purchaser shall arrange its own financing and pay the balance due in full by the closing date. The State will not extend credit terms. The State does not have information on the availability of private financing, nor does it have information regarding the suitability of the Property for financing.

### **4. MINIMUM OPENING BID**

2422 West Holly, Phoenix, AZ 85009 Invitation for Bid (IFB)

The minimum opening bid for the Property is \$1,200,000.

The State reserves the right to reject any and all bids.

## **5. BINDING OFFER**

Bidders agree that bids are binding offers. Subject to any applicable terms and conditions, the binding offer is a legal and binding contract between the State and the individual submitting a bid and signing the "Bidder Registration and Bid Form for Purchase of Real Property" form for the property advertised in this IFB.

## **6. BID PROCESS**

An interested bidder must complete and sign the "Bidder Registration and Bid Form for Purchase of Real Property" located online at <http://gsd.azdoa.gov>.

Bidders must submit the "Bidder Registration and Bid Form for Purchase of Real Property" accompanying this IFB. All information and certification requested therein must be provided. Bidder registration and bids submitted that fail to furnish all information and/or certifications required may be rejected. The "Bidder Registration and Bid Form for Purchase of Real Property" must be filled out legibly. The person signing the "Bidder Registration and Bid Form for Purchase of Real Property" must initial all erasures, strikeouts, and corrections. The "Bidder Registration and Bid Form for Purchase of Real Property" must be signed and dated with the name of the signer printed legibly underneath.

A bid deposit of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) must accompany the "Bidder Registration and Bid Form for Purchase of Real Property" in the form of a cashier's check or certified check. Personal or company checks will **NOT** be accepted and will be returned to the sender. Make checks payable to: "The Arizona Department of Administration, General Services Division."

Failure to provide a bid deposit of \$50,000.00 shall result in the State's rejection of the bid.

It is the responsibility of the bidder to register, tender a bid deposit, and submit a bid prior to the bid opening date and time. The State is not responsible for delays in mail delivery. The State is not responsible if the telephone number listed by the bidder is inoperable or incorrect.

The State makes no representation or guarantee any additional assistance or time will be provided to complete the registration process.

The State will reject bids with contingencies.

The State reserves the right to terminate the auction for any reason without award and start a new auction at any time. The State may suspend an auction at any time.

*All bidders are advised of the following timeline related conditions, requirements, and limitations associated with bidding. Upon submission and acceptance of a bid, bidders acknowledge and agree once bids are open and a conditional award is made, the transaction must be reviewed by the Joint Committee on Capital Review (JCCR), a 14-member legislative committee that requires a quorum to render a final recommendation and one that meets exclusively on a contingency basis as the members deem necessary (A.R.S. § 41-1251). Consequently, bidders must (a) take into account their requirements for flexibility regarding financing, timing, limits, opportunity windows, and similar measures that might negatively affect terms and commitments that are time-sensitive and (b) ensure appropriate contingences are in place.*

## **7. BID DEPOSIT; BID CREDIT; REFUND OF BID DEPOSITS**

Failure to provide a bid deposit of \$50,000 shall result in the State's rejection of the bid.

Upon acceptance of a bid, the bid deposit shall be credited, without interest, toward

the payment of the Purchaser's obligation to the State. The full balance of the purchase price is payable within forty-five (45) calendar days after the State's issuance of a "Notice of Award."

Bid deposits accompanying bids that are rejected will be refunded to bidders without interest.

## **8. BID OPENING**

The date for receipt of final bids is April 30, 2010. Bidding will close promptly at 3:00 p.m. U.S. Mountain Standard Time on April 30, 2010. Bids received after 3:00 will be rejected. Bids will be opened and read in a public forum at 3:00 p.m. on April 30, 2010 at 100 North 15<sup>th</sup> Avenue, Suite 104, Phoenix, AZ 85007 and consideration will be given to selling the Property to the high bidder.

The State WILL NOT accept late bids.

## **9. HIGH BIDDER DETERMINATION**

Bids will be read in a public forum in the order received. When bidding stops and the high bid is confirmed, the high bid will be considered for conditional acceptance. The State does not guarantee that it will accept the high bid. The State, in its sole and unfettered discretion, may accept a lower bid from a bidder, whose bid, conforming to this IFB, is in the best interest of the State, price and other factors considered.

The State will issue a "***Notice of Conditional Award***" to the high bidder, which will constitute a ***conditional*** acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

The State's acceptance of the award is conditional on a favorable review of the terms of sale by the Joint Committee on Capital Review (JCCR) pursuant to Laws 2009, Third Special Session, Chapter 8 (HB 2009) and A.R.S. 41-792.02, and issuance of a "Notice of Award."

**10. BACK-UP BIDDER**

If the high bidder is unable to consummate the transaction, the State will consider the second-highest bidder's bid for conditional acceptance. In the event the State is unable to make an award to the highest or second-highest bidder, the State reserves the right to negotiate with the remaining bidders. The State, in its sole and unfettered discretion, may accept a lower bid from a bidder, whose bid, conforming to this IFB, is in the best interest of the State, price and other factors considered. The back-up bidder will be required to provide a \$50,000 bid deposit before the State will consider the bid for conditional acceptance.

**11. TIE BIDS**

In the event the bid opening results in a tie high bid the State reserves the right to re-open bidding between tied bidders. Bidding will be in a live auction format between the tied bidders at a location of the State's choosing. If the live sale is necessary the State expects it will occur within ten (10) business days after the bid opening date. Bidders will be notified accordingly.

The sealed bid submitted with the earliest date and time stamp received for the initial offering is presumed to hold the high bid position for the purposes of starting the live bidding. The minimum bid advance to resolve a tie is \$1,000. The State will take bid advances in the order the tie bids were received. The auction will continue until bidding stops.

In the event the high bid is rejected or is withdrawn and the second high bid is tied, the same process as described above will be employed to resolve the tie.

**12. NOTICE OF CONDITIONAL AWARD; AWARD; OR REJECTION**

The State's "Notice of Conditional Award," "Notice of Rejection," and "Notice of Award" of the bid is sufficiently provided when mailed to the bidder or his/her duly authorized representative at address indicated in the bid. The State's issuance of a "Notice of Acceptance" is conditional on a favorable review of the terms of sale by

the Joint Committee on Capital Review (JCCR) pursuant to Laws 2009, Third Special Session, Chapter 8 (HB 2009) and A.R.S. 41-792.02.

The processing of a bid deposit by the State shall not, in itself, constitute acceptance of the bidder's offer.

The State reserves the right to reject any or all bids or portions thereof for any reason.

**13. BID EXECUTED ON BEHALF OF BIDDER**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

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**ARIZONA DEPARTMENT OF ADMINISTRATION**

GENERAL SERVICES DIVISION

100 NORTH 15<sup>TH</sup> AVENUE, SUITE 202  
PHOENIX, ARIZONA 85007

(602) 542-1427

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF REAL PROPERTY**

THIS BIDDER REGISTRATION IS FOR THE SALE OF THE REAL PROPERTY LOCATED AT:

**2422 WEST HOLLY, PHOENIX, IN MARICOPA COUNTY, STATE OF ARIZONA**

**Deliver this completed form, a \$50,000 cashiers check payable to the Arizona Department Administration, and any other related sealed bid materials to:**

Arizona Department of Administration  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 104  
Phoenix, AZ 85007

This Bid Form is made subject to the terms of the Invitation for Bid (IFB) including its Property Descriptions, General Terms of Sale, Important Instructions to Bidders, Notification of Hazardous Substances and/or Materials, Bidder Registration and Bid Form For Purchase of Real Property, Exhibits, and any associated amendments to the IFB, all of which are incorporated to this IFB by reference, and made a part of hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the State prior to the conclusion of the public auction.

**I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE FOREGOING REFERENCED DOCUMENTS:**

\_\_\_\_\_  
INITIAL/DATE

**By completing and signing this form, Bidder offers and agrees to purchase the Property as described in the accompanying Invitation for Bid (IFB) and agrees to abide by the terms and conditions set forth therein for the bid price entered below or for any subsequent bids. In the event that Bidder becomes the Purchaser, the bid deposit will be applied towards the purchase price for the Property, without interest. In the event the Bidder is not the Purchaser, the bid deposit will be returned to the Bidder, without interest.**

**AMOUNT OF BID (IN CURRENCY):** \$ \_\_\_\_\_.

**AMOUNT OF BID (WRITTEN OUT):**  
\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

**IF THIS BID IS ACCEPTED, THE INSTRUMENT OF CONVEYANCE SHOULD NAME THE FOLLOWING AS THE GRANTEE(S):**

\_\_\_\_\_

TITLE IS TO BE TAKEN IN THE FOLLOWING MANNER: (E.G. SOLE AND SEPARATE PROPERTY, JOINT TENANTS TENANTS IN COMMON, ETC. INCLUDE NAME OF SPOUSE, IF APPLICABLE.

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**PLEASE LEGIBLY PRINT THE FOLLOWING:**

**NAME:** \_\_\_\_\_

**COMPANY NAME:**  
**(If Applicable)** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP CODE:** \_\_\_\_\_

**PHONE(S):** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

BIDDER SIGNATURE: \_\_\_\_\_

BIDDER NAME (***PRINTED LEGIBLY***): \_\_\_\_\_

BIDDER TITLE: \_\_\_\_\_

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# GENERAL TERMS OF SALE

## 1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to and includes the IFB itself and Property Descriptions, General Terms of Sale, Important Instructions to Bidders, Notification of Hazardous Substances and/or Materials, Bidder Registration and Bid Form for Purchase of Real Property, and Exhibits, all of which are incorporated by reference to the IFB, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the State prior to the conclusion of the public auction.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the State and it is believed to be correct. Verbal or written comments made by current tenants, or their contractors or representatives, regarding the condition, use, safety, or value of the property will not be considered by the State, nor will any such comments or assessments be grounds for disputing an award. Any error or omission including, but not limited to the omission of any information available to the agency having custody over the Property and/or any other State agency, shall NOT constitute grounds or reason for breach, non-performance of the contract of sale, or claim(s) by purchaser for damages or allowance, refund, or deduction from the purchase price.

## 3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. The Property is available for inspection **BY APPOINTMENT ONLY**. Bidders shall not contact the current tenants of the Property to schedule an inspection or request a "walk-on" inspection. Verbal or written comments made by current tenants, or their contractors or representatives, regarding the condition, use, safety, or value of the property will not be considered by the State, nor will any such comments or assessments be grounds for disputing an award. Bidders are invited, urged, and cautioned to inspect the Property *prior* to submitting a bid. The failure of any bidder to inspect the condition of all or any portion of the Property offered will NOT constitute grounds for any claim(s) or demand for adjustment or withdrawal or rescission of a binding offer or contract.

Bidders can schedule inspections of the Property by contacting Ryan Maxwell by telephone at 602-542-1941 or by email at [ryan.maxwell@azdoa.gov](mailto:ryan.maxwell@azdoa.gov).

## 4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, square footage, or that the Property is in condition or fit to be used for the purpose for which it is intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of the auction.

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**5. ZONING**

The two (2) parcels associated with the Property are subject to the jurisdiction of Maricopa County and/or the City of Phoenix. The parcels are zoned A-2, Industrial District, City of Phoenix.

Verification of the present zoning and determination of permitted uses there under, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the State makes no representation in regard thereto. The State does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment, breach, or rescission of any contract resulting from this IFB.

**6. CONTRACT**

The IFB and the bid, shall constitute an agreement for sale between the successful bidder (“Purchaser”) and the State, subject to any applicable conditions subsequent listed herein, acting by and through its Arizona Department of Administration. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the State. Any assignment transaction without such consent shall be void. The bid shall be accepted by the State upon a favorable review of the terms of sale by the Joint Committee on Capital Review (JCCR) pursuant to Laws 2009, Third Special Session, Chapter 8 (HB 2009) and A.R.S. 41-792.02, and issuance of a Notice of Award to the Purchaser.

**7. TAXES AND CLOSING COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes that may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the State in lieu of taxes.

All closing costs, including escrow and financing fees, shall solely be the responsibility of the Purchaser.

**8. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all patent or latent risks of loss or damage to the Property and have all obligations and liabilities of ownership. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the State and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

The State is not authorized to and shall not indemnify the Purchaser.

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75 **9. REVOCATION OF BID AND DEFAULT**

76 In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of  
77 a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of  
78 sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the  
79 deposit, together with any payments subsequently made on account, may be forfeited at the option of the State in its  
80 sole and unfettered discretion, in which event the Purchaser shall be relieved from further liability, or without  
81 forfeiting the said deposit and payments, the State may avail itself of any legal or equitable rights that it may have  
82 under the bid or contract of sale.

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84 **10. PERFORMANCE**

85 The Bid for Purchase of the Property shall be accepted by the State upon a favorable review of the terms of sale by  
86 the Joint Committee on Capital Review (JCCR) pursuant to Laws 2009, Third Special Session, Chapter 8 (HB 2009)  
87 and A.R.S. 41-792.02, and issuance of a Notice of Award to the Purchaser. If the Bid for Purchase of the Property  
88 is accepted by the State, and the a) State fails for any reason to perform its obligations as set forth herein; or b) Title  
89 does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the  
90 State shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the  
91 State shall have no further liability to Purchaser.

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93 **11. TITLE EVIDENCE**

94 Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The State will  
95 reasonably cooperate with the Purchaser or his/her authorized agent in this connection, and will permit examination  
96 and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other  
97 documents relating to the title of the premises and property involved, as it may have available. The State will not  
98 pay for any expense incurred in connection with title matters or survey of the Property.

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100 **12. TITLE**

101 If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the State's interest. The State  
102 will not pay for title insurance. The Purchaser is encouraged, but not required, to acquire a title insurance policy  
103 from a local title company.

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105 **13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

106 The State shall set a sale closing date of forty-five (45) calendar days after issuance of a Notice of Award. Upon  
107 agreement by the State, the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

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109 Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company  
110 to handle the closing. The State does not mandate use of a particular escrow company. All closing costs, including

111 escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing, the State will provide  
112 escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

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114 On the closing date, the Purchaser shall tender to the State (or to the Escrow Holder) the balance of the purchase  
115 price by certified check or wire transfer. Upon such tender being made by the Purchaser, the State shall deliver to  
116 the Purchaser the instrument(s) of conveyance.

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118 The State reserves the right to extend the closing date for a reasonable time for purposes of preparing necessary  
119 conveyance documents.

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121 **14. DELAYED CLOSING**

122 Any change to the established closing date is subject to the written approval by the State. The State reserves the right  
123 to refuse a Purchaser's request for extension of closing. However, if the State grants an extension, the Purchaser  
124 shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay  
125 is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the State. The interest  
126 paid on the outstanding balance shall be at the rate set by the Arizona State Treasurer that considers the local  
127 prevailing prime interest rates and mortgage rates and the maximum amount of interest set by Arizona Revised  
128 Statute as of the date of bid acceptance. The State may impose additional terms and conditions to grant an  
129 extension.

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131 **15. SALE AND CONVEYANCE**

132 The sale and conveyance of the Property is subject to the following:

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134 a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of  
135 record or not.

136 b) Any statement of facts that a physical inspection and accurate survey of the Property may disclose.

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138 **16. DOCUMENTARY STAMPS AND COST OF RECORDING**

139 The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense  
140 and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be  
141 required by law. All instruments of conveyance and security documents shall be placed on record in the manner  
142 prescribed by local recording statutes at the Purchaser's expense.

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144 **17. ADDITIONAL INFORMATION**

145 The State, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer  
146 requests for additional available information concerning the Property offered to facilitate preparation of bids. Each  
147 bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in

148 this IFB and any amendments made thereto prior to bid acceptance.

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150 **18. WAIVER OF INFORMALITIES OR IRREGULARITIES**

151 The State may, at its election, waive any minor informality or irregularity in bids received.

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153 **19. CHANGES IN WRITING**

154 None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both  
155 parties.

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157 **20. CONFLICT OF INTEREST**

158 The requirements of A.R.S. § 38-511 apply to this Agreement. The State, may cancel this Agreement, without  
159 penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or  
160 creating this Agreement on behalf of the State is, at any time while this Agreement or any extension is in effect, an  
161 employee or agent of Purchaser respect to the subject matter of this Agreement.

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163 **21. ANTITRUST VIOLATIONS**

164 The Purchaser assigns to the State any claim for overcharges resulting from antitrust violations to the extent that  
165 such violations concern materials or services supplied by third parties to Purchaser toward fulfillment of this  
166 Agreement.

167

168 **22. JURISDICTION**

169 This Agreement shall be construed in accordance the laws of the State of Arizona.

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171 **23. AGREEMENT IN COUNTERPART**

172 The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and  
173 together which shall constitute one and the same document.

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175 **24. INDEMNIFICATION**

176 The Purchaser shall release, indemnify, defend, save and hold harmless the State of Arizona, its departments,  
177 agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to  
178 as "State of Arizona") from and against any and all claims, actions, liabilities, damages, losses, or expenses  
179 (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter  
180 referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or  
181 intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions  
182 of the Purchaser or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to

183 the Purchaser's use of the Property. It is agreed that the Purchaser will be responsible for primary loss investigation,  
184 defense and judgment costs where this indemnification is applicable.

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186 **25. ATTORNEY AND INVESTIGATION FEES**

187 The Purchaser shall be responsible for all costs, including those costs incurred by the State, for court costs,  
188 attorneys' fees, processing, litigation investigation, defense, and judgment costs for Purchaser's breach of this IFB.

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190 **26. DEFINED TERMS AND MARGINAL HEADINGS**

191 The marginal headings and titles to the articles of this lease are not a part of this IFB and shall have no effect upon  
192 the construction or interpretation of any part hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do the day and year below written.

**PURCHASER:**

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

Date: \_\_\_\_\_

Position: \_\_\_\_\_

FOR AND ON BEHALF OF THE

**STATE**, acting by and through its Arizona Department of Administration, an Agency of the State of Arizona:

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

Date: \_\_\_\_\_

Position: \_\_\_\_\_

## **Notification of Hazardous Substances and/or Materials**

This Notification of Hazardous Substances and/or Materials is made subject to the terms of the Invitation for Bid (IFB) including its Property Descriptions, General Terms of Sale, Important Instructions to Bidders, Notification of Hazardous Substances and/or Materials, Bidder Registration and Bid Form for Purchase of Real Property and Exhibits, all of which are incorporated or attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the State prior to the conclusion of the public auction.

### **1. NOTIFICATION OF HAZARDOUS SUBSTANCE and/or MATERIALS**

The Property is in a highly industrialized area.

The State is aware that prior to the State's purchase of the Property in 1993, the Property was occupied by two industrial facilities.

Other than the hazards and/or materials expressly identified in paragraphs 2, 3, 4, and 5, the State is unaware of existence of any hazardous substances and/or materials associated with the Property.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property regarding asbestos content and condition and any hazardous or environmental conditions relating thereto. The State will assist bidders in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgments in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

The Purchaser will be required to agree to "hold harmless" the State from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the Purchaser.

The State does not warrant the condition of the Property including, without limitation, whether the Property does, or does not, contain hazardous materials or is, or is not, safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed regarding the condition of all or any portion of the Property offered, will not constitute grounds for any

claim or demand for breach, damages, or adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the State, but an error or omission, including, but not limited to, the exclusion of any information available shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the State including, without limitation, any claim for damages, rescission, or allowance, refund, or deduction from the purchase price.

The State assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with hazardous substances and/or materials on the Property that is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

## **2. NOTICE OF HAZARDOUS WASTE GENERATOR**

The Property previously and currently houses the Arizona Department of Agriculture State Laboratory. The Arizona Department of Agriculture State Laboratory is/was operating with EPA ID AZT000624346 as a "Conditionally Exempt Small Quantity Generator of Hazardous Waste."

The State is unaware of any environmental releases that might be subject to the "Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)."

Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its condition and any hazardous or environmental conditions relating thereto.

## **3. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

The Property was constructed in 1967. Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

The State is unaware of the presence of lead-based paint (LBP) associated with the Property either below or above the Environmental Protection Agency "action-level."

Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property regarding its condition and any hazardous or environmental conditions relating thereto.

#### **4. NOTICE OF ASBESTOS CONTAINING MATERIALS (ACM)**

Environmental Management Consultants, Inc. submitted a February 2, 1999 report of Asbestos Containing Materials (ACM) resulting from its inspection and bulk sampling for the presence of asbestos. The Environment Management Consultants, Inc. report is available for bidder review at <http://gsd.azdoa.gov>.

The State assumes that all materials not included in the foregoing referenced report are asbestos containing. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers that can result in disability or death.

Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property regarding its asbestos content and condition and any hazardous or environmental conditions relating thereto.

**5. NOTICE OF UNDERGROUND FUEL STORAGE TANKS (USTs)**

The State is unaware of the existence of any Underground Storage Tanks (USTs) associated with the Property.

Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property regarding its condition and any hazardous or environmental conditions relating thereto.

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