

Sale and Move of House 2031 Simms Street Conway, Arkansas UCA-25-059

Bid Due Date: June 9, 2025

Time: 10:00 a.m.

Pre-Bid/Inspection Meeting: May 28, 2025

Time: 10:00 a.m. until 12:00 noon

SALE OF HOUSE TO BE MOVED: INVITATION TO BID

UCA Property Sale #: UCA- 25-059

The University of Central Arkansas (UCA) will receive sealed offers for the sale and move of the following property owned by the University of Central Arkansas:

House at 2031 Simms St., 2 bedrooms and 1 bath. Last sold for \$98,000.

UCA will receive sealed bids until <u>10:00 a.m. on June 9, 2025</u>, in the UCA Procurement Office, Wingo Hall 113, Conway, Arkansas 72035. Any bid(s) received after the specified time will not be accepted. All interested parties are invited to attend.

Only one bid shall be submitted for the above listed property. Bids shall be submitted on the sale of the house using the form provided by the University and shall be delivered in a <u>clearly</u> identified, <u>sealed</u>, <u>opaque envelope</u>.

The University reserves the right to accept or reject all bids, to waive formalities therein and/or to accept bids with variations from sale conditions that serve the best interest of the University. While bidders may place additional conditions which are not in conflict with the terms and conditions, those terms and conditions stated in the "University Sale of Property/ Terms and Conditions" shall govern and supersede any additional condition or term provided by the bidder which is in conflict. By submitting a bid, bidder waives any added or deleted term and/or condition that conflict with the university's bid documents.

Proposals which fail to comply fully with any mandated code provisions or regulation will be considered invalid and will not receive consideration.

SALE AND MOVE OF HOUSE: TERMS AND CONDITIONS

- 1. It will be the responsibility of the bidder to verify, view and research all the information necessary to obtain all legal information regarding the said properties.
- 1. You will be bidding on a 952 Sq.-Ft House (To be Moved). The house has two bedrooms, one living room, one bath and a kitchen. This house is located at 2031 Simms St. Street in Conway, Arkansas. This house is being sold "as is". The BUYER will have 60 days to remove the house. The BUYER is responsible for capping all utilities after the removal of the house. The BUYER is responsible for removing and capping sewer and gas lines. The power will be disconnected from the house by the seller. The BUYER is responsible for disposing of all debris related to the removal of this house from the site. The debris removal is to be done in accordance with all state, federal and Faulkner County regulations.
- 2. This house is located at 2031 Simms St., Conway, Arkansas. The house will be open for inspection on May 28, 2025, at 10:00 a.m. until 12:00 noon. Contact Dewayne George at 501-522-0075 or email pgeorge@uca.edu
- 3. All bids submitted shall be valid for thirty (30) days from the bid opening.
- 4. The successful bidder will have thirty (30) days from date of Notice of University's approval to make complete payment of the purchase price. Payment will be made by enclosing a cashier's check payable to the order of University of Central Arkansas drawn upon a bank or trust company doing business in Arkansas for the full purchase price. Check can be mailed, or hand delivered to the UCA Procurement Office, Wingo Hall 113, Conway, AR 72035.
 - Upon failure of the successful bidder to make complete and full payment within the thirty (30) day time frame, the next highest bidder may become the successful bidder and if the University determines an award can be made to the next highest bidder, this bidder will then be given an opportunity to purchase the above named property within fifteen (15) calendar days upon notice.
- 5. Unsigned bids will not be accepted.

SALE AND MOVE OF HOUSE: BID FORM

I,, do hereby offer to purchase, subject to terms set forth herein, the following house located at 2031 Simms St., Conway, AR 72032. My offer is valid for thirty (30) days.
I agree to pay the owner in the form of a cashier's check in the following amount of:
\$(State the numerical amount)
(State the numerical amount)
I certify that I have completed my due diligence with respect to the house and in accordance with the "Sale and Move of House Terms and Conditions" and have inspected the house.
I understand and agree to all the terms and conditions for this sale and submit my bid in accordance thereof. I understand that by submitting this bid, I am waiving any added or deleted term and/or condition in conflict with the University's bid documents and the University has the sole discretion of determining what is and is not conflicting language.
Print Name Signature Date
Address City State Zip Code
Phone: Home Business Fax

2031 Simms St. Parcel #710-00916-001



Living Area Total SF 952 Occupancy Type: Single Family Grade: 5

Story Height: 1

Construction Type: Standard Frame Roof Type: Asphalt

Roof Type: Asphalt Heat / AC: Central Bathrooms: 1 full dation Type: Closed P

Foundation Type: Closed Piers Floor Type: Wood Subfloor

Floor Covering: Hardwood and Linoleum

THIS AGREEMENT ("Agreement") is entered into by and between the University of Central Arkansas, 201 Donaghey Avenue, Conway, Arkansas, 72035 ("UCA") and		
For purposes of this Agreement, the ter Central Arkansas, the President of UCA Board of Trustees, any employee, represent, or controlled by, UCA.	m "UCA" shall refer to and mean the University of A, any past, present and future members of the UCA esentative or agent of UCA, and any entity associated ties agree to the following:	
PURPOSE. UCA will sell tostructure located at 2031 Simms St., Co	and Buyer will purchase and move the onway, Arkansas.	
demands, causes of action, liabilities, confees) (all of the foregoing being referred University of Central Arkansas Board of UCA, which are associated with, or arist transportation and relocation of the struck harmless UCA, the members of the Unit officer, employee or representative of U	aives, releases and relinquishes any and all claims, osts or expenses (including, but not limited to, attorneys'd to collectively as "Claims"), against UCA, the of Trustees, any officer, employee, or representative of se out of or in any manner are related to, the acture. Castle Rock further agrees to indemnify and hold iversity of Central Arkansas Board of Trustees, and any JCA from and against any all Claims (as defined above) elated to, transportation and relocation of the structure.	
GOVERNING LAW . This Agreement of the State of Arkansas.	t shall be governed, construed, and interpreted by the laws	
ADDITIONAL TERMS . The offer da invitation to bid (UCA-25-059), including agreement and made a part hereof as if	ing the terms and conditions, are attached to this	
	to this Agreement and made a part hereof as if set out der pursuant to Policy No. 416 of the UCA Board of	
Buyer	Date	
President University of Central Arkansas	Date	

UCA RIDER

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

- (1) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature."
- (2) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:
- (a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief.
- (b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;
- (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA."

(3) "The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage."