



UNIVERSITY
of ALASKA

Many Traditions One Alaska

***COMMERCIAL PROPERTY
SALES
DISPOSAL TERMS AND CONDITIONS***

Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438
PHONE: (907) 786-7766
FAX: (907) 786-7733

Facilities and Land Management
2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775
PHONE: (907) 450-8133
FAX: (907) 450-8131

**COMMERCIAL PROPERTY SALES
DISPOSAL TERMS AND CONDITIONS**

1. PURPOSE OF THIS COMMERCIAL PROPERTY SALES DISPOSAL TERMS AND CONDITIONS. The University of Alaska, Facilities and Land Management office (the “University”) is hereby offering the land parcel, all improvements and any appurtenances located at 3330 Industrial Avenue (Lot 6, Block C, Sandco Industrial Park), Fairbanks, Alaska (collectively “Commercial Property”) for sale to qualified individuals or entities. The sale of this Commercial Property will be completed pursuant to this Commercial Property Sales Disposal Terms and Conditions (the “Commercial Property Sale”), a Commercial Property Purchase Agreement will be provided by the University.

2. OFFERS. The University is interested in receiving offers for this Commercial Property purchase from individuals or entities with the financial capability to properly and timely complete the sale.

3. SUBMITTING OFFERS. Each offer to purchase Commercial Property must be made on the attached *Commercial Property Sales Disposal Offer to Purchase Form* (“Offer to Purchase Form”) and sealed in an envelope. The outside of the envelope shall be clearly labeled with the following information:

Commercial Property Sales Disposal
Parcel # _____ (enter appropriate number from legal description in Disposal Plan)
Name and Address of Offeror Submitting Offer
Date

Offers must be submitted to the University of Alaska, Facilities and Land Management office at one of the following addresses to be considered:

University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438

University of Alaska
Facilities and Land Management
2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775

Offer to Purchase Forms that are not signed and dated will be disqualified. No offers will be considered until the Public Notice comment period has expired. The Public Notice is available at <http://www.ualand.com>. Offers may be withdrawn at any time by offeror.

4. REQUIRED INFORMATION THAT MUST BE CONTAINED IN AN OFFER. In order to be considered, all offers to purchase Commercial Property from the University must include the following:

- a. **Commercial Property Sales Disposal Offer to Purchase Form.** Offeror’s financial offer and terms for Commercial Property must be submitted on the attached Offer to Purchase Form, which must be completed, signed, dated and submitted with the offer.
- b. **Ethics Disclosure Form.** If applicable, this form must be completed and approved and must accompany all offers from University Employees or Family Members.

All offers must be signed, dated and completed in full. All materials submitted as part of the offer become the property of the University immediately upon receipt.

5. EVALUATION. The disposal of University Commercial Property may have implications for the University beyond the financial terms. Therefore, the University will determine, in its sole discretion, its best interests in relation to the offers it receives. The University may reject any offer which it determines not to be in its best interests. Offers may be evaluated and compared by the University with other offers the University has received in order that the University may determine in its sole discretion the offer that best serves its interests. In determining its best interests, the University will consider and evaluate the following:

- a. The offer complies in all material respects with the essential requirements of this Commercial Property Sale, and is otherwise acceptable to the University.
- b. Financial offer and terms that the University determines is in its best interests.
- c. The Offeror has the demonstrated financial ability to close the transaction.

6. ACCEPTANCE OF OFFERS. The University will accept the offer that it determines, in its sole discretion, best serves its interests. The University may consider just the Offer or may request additional information from the Offeror or Offerors. In addition, the University may enter into negotiations with an Offeror or Offerors. The University reserves the right to reject any offer that the University determines, in its sole discretion, is not in the University's best interest as described in Section 5. Unless the University has requested further negotiations on the terms of the offer, the Offeror submitting the offer selected by the University will be required to execute a Commercial Property Purchase Agreement with the University and complete all paperwork necessary to close the transaction within **THIRTY (30) CALENDAR DAYS** of the date the University accepts the offer. If the University requests further negotiations, the negotiations will be required to be completed within a reasonable time, as determined by the University. In the event the Offeror selected by the University does not execute a Commercial Property Purchase Agreement and complete all paperwork necessary to close the transaction within **THIRTY (30) CALENDAR DAYS**, the University may, at its sole discretion, contact other offerors to determine if the offerors wish to execute a Commercial Property Purchase Agreement with the University. **The University reserves the right to waive any defects as to form or content of this Commercial Property Sale, to reject any and all offers submitted, to negotiate the terms of any offer submitted, and to select the offer which the University determines to be in the best interest of the University. The University will not pay any costs incurred in the submission or preparation of an offer or expenses incurred due to the rejection of any offers, or due to the failure to complete the execution of a Commercial Property Purchase Agreement. The University reserves the right to review any offers submitted in this Commercial Property Sale and negotiate with any party until such time as a Commercial Property Purchase Agreement is executed. FINAL ACCEPTANCE OF AN OFFER BY THE UNIVERSITY MAY BE SUBJECT TO BOARD OF REGENTS' APPROVAL.**

7. EXAMINATION OF FINANCIAL BACKGROUND. The University reserves the right to request additional and independent verification of any financial information concerning an offeror prior to entering into a Commercial Property Purchase Agreement or consideration of financing an Offeror's purchase. Verification of an offeror's financial ability to manage, maintain, finance and operate the Commercial Property and to meet all of the terms of the Commercial Property Purchase Agreement may include, but not be limited to, an examination of credit history, income, liabilities, and assets of the

offeror. An offeror may be required to pay for and furnish a business, personal or mortgage credit report issued by a credit reporting agency approved by the University. In the event the University determines that, in its sole opinion, an offeror does not possess the financial ability to complete the Commercial Property Purchase Agreement, the University will terminate negotiations with the offeror. The University reserves the right to reject any and all offers submitted by parties who are currently in default on, or have previously defaulted on any kind of payments to the University.

8. QUESTIONS OR COMMENTS. Questions or comments concerning this Commercial Property Sale must be made in writing, expressly identified as a question or comment concerning this Commercial Property Sale, and submitted to the Anchorage address listed in Paragraph 3, above. Offeror's shall not rely in any manner upon any verbal information received from the University for any purpose, including interpretation of any of the terms and conditions of this Commercial Property Sale or compliance with the requirements of this Commercial Property Sale. Offeror's protests based upon any omissions or errors, or the content of this Commercial Property Sale, will be disallowed if not made in writing prior to submitting an offer.

9. MODIFICATIONS TO THIS COMMERCIAL PROPERTY SALE. **The University reserves the right to modify the terms and conditions of this Commercial Property Sale at its sole discretion at any time without prior notice. Offeror shall be bound by the most current Commercial Property Sale Terms and Conditions at the time an offer is submitted.** It is the sole responsibility of offerors to ensure that they have received the most current terms and conditions of this Commercial Property Sale and related material prior to submitting an offer. The current terms and conditions of this Commercial Property Sale are available at <http://www.ualand.com>.

10. COMMERCIAL PROPERTY SALE PRICE. The minimum sale price for the Commercial Property will be at or above fair market value, to be determined at the sole discretion of the University.

11. BOARD OF REGENTS' APPROVAL AND PUBLIC NOTICING. Acceptance of offers may be subject to Board of Regents' approval under Board of Regents' Policy 05.11.060(B)(4). Also pursuant to Board of Regents' Policy 05.11.042, acceptance of offers may be subject to additional public noticing, including but not limited to, public notice specific to the successful offeror's proposed plans. The University reserves the right to reject offers to purchase Commercial Property in this Commercial Property Sale, in whole or in part, based upon comments that may be received during the additional public noticing process.

12. AGE REQUIREMENT. An individual must be at least **EIGHTEEN (18) YEARS** of age in order to submit an offer to purchase Commercial Property in this Commercial Property Sale. **THE UNIVERSITY WILL NOT ENTER INTO A CONTRACT WITH ANYONE UNDER THE AGE OF EIGHTEEN (18).**

13. PROPERTY INSPECTION. Interested parties are strongly urged to conduct on-site and other inspections of the properties, to investigate and determine the existence of and to physically locate all property boundaries and legal access to the properties prior to submitting an offer to purchase Commercial Property. Interested parties should thoroughly inspect properties to ensure that the property is suitable for the party's intended use and to determine all permitting requirements related to that intended use. **Properties offered in the Commercial Property Sale may contain physical hazards. Interested parties should exercise reasonable caution in their physical inspections of the properties. On-site inspections shall be conducted entirely at the interested parties' own risk and responsibility. Property inspections may not include use of any equipment, including excavation**

or drilling equipment; such activities may only be conducted after receipt of a letter of entry from the University, and after verification by the interested party that they have secured legal access to the property from adjacent land owners, if necessary. It is also recommended that interested parties inspect all public records pertaining to these properties, including, but not limited to, recorded plats and covenants, local improvement district assessments, zoning regulations, certificates of occupancy, available utilities and topographical maps, prior to submitting an offer to purchase Commercial Property. Information regarding these properties may be available from local, state and federal offices, including but not limited to: the city or borough assessor's office, building permitting office and land planning office; local utility companies; district recorder's office; the State of Alaska Department of Natural Resources, Department of Environmental Conservation, Department of Fish, Game and Department of Transportation and Public Facilities; and the U.S. Department of the Interior Bureau of Land Management, Geological Survey, Environmental Protection Agency and Army Corps of Engineers.

14. ACCESS, MAINTENANCE AND COMPLIANCE. Commercial Property offered in the Commercial Property Sale may be located in urban, industrial, rural and in remote locations and are not necessarily within organized service districts. Legal access, construction and maintenance of roads, driveway permits, drainage systems and all common areas shall be the responsibility of the successful offeror. Offerors will be required to comply with all laws, orders, ordinances and regulations of federal, state or local authorities concerning road construction and maintenance, material extraction and reclamation on the properties, including but not limited to; the Army Corps of Engineers regulations relating to the development of wetlands, EPA regulations relating to storm water pollution prevention plans, and State of Alaska mining permitting and regulations.

15. CONTRACT REVIEW. All Commercial Property Purchase Agreements will be executed using documents drafted by the University of Alaska. A sample agreement is available from the University for review upon request. The Purchase Agreement will be negotiated upon the acceptance of an Offer.

16. WARRANTIES. Offerors are advised that the maps, site plans, acreages and other information that may be provided with this Commercial Property Sale are approximations and that no guarantee or warranty is made to their accuracy. It is the offeror's responsibility to examine the properties and take other steps, as may be necessary, to ascertain the exact character and location of the properties; quantity and quality of the improvements located thereon, if any; and the general and local conditions that affect the use of the properties or improvements for any purpose. In addition, the University makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the physical, social, economic or environmental aspects of the properties, to include, without limitation, the quality, quantity or fitness of any improvements, buildings, roadways, driveways, parking areas and other existing facilities located on the properties, the existence of physical or legal access to the properties, or any other matter whether or not similar to the foregoing. The University shall not be liable for any damages relating to an offeror's use of the properties or improvements (or lack thereof) located on the properties. The University makes no warranties or representations of any kind concerning the properties or the improvements located on the properties. The properties and associated improvements are being offered in a "as is, where is" condition, regardless of defects, either patent or latent. **ALL INTERESTED PARTIES ARE STRONGLY URGED TO INSPECT THE PROPERTY AND IMPROVEMENTS BEFORE SUBMITTING AN OFFER.**

17. WETLANDS DISCLOSURE. The properties offered in this Commercial Property Sale may contain wetlands and/or waters, in whole or in part, which are regulated under Section 404 of the Clean Water Act. U.S. Army Corps of Engineers permitting may be required for any development, repair or modification on the properties. **Interested parties are strongly urged to contact the U.S. Army Corps**

of Engineers, Alaska District, prior to submitting an offer to purchase, in order to determine the specific development restrictions, if any, that pertain to the properties.

18. OTHER CONDITIONS. The University reserves the right to postpone or cancel this Commercial Property Sale, in whole or in part, or to withdraw properties from this Commercial Property Sale at any time prior to or during the Commercial Property Sale offering and up to the time of closing, without notice. The University shall not be liable for any expenses incurred by any parties participating in this Commercial Property Sale as a result of, but not limited to, including without limitation the costs of preparation of any offer or property evaluation. The University reserves the right to decline any and all offers, to negotiate separately with any party participating in this Commercial Property Sale, to accept an offer without further discussions, to waive any informality in the offers received, and to accept that offer which represents the best interests of the University. The University reserves the right to waive technical defects in this Commercial Property Sale.

19. ADMINSTRATIVE PROTEST OF UNIVERSITY DECISIONS.

An Offeror may protest a University decision concerning the offer or the sale and if appropriate appeal that decision as follows:

- A. **Protest to the Chief Strategy, Planning, and Budget Officer.** An Offeror may protest any decisions made in relation to the offer or this sale to the Chief Strategy, Planning, and Budget Officer for Facilities and Land Management of University of Alaska. To protest a decision, the Offeror must: (i.) notify the Chief Strategy, Planning, and Budget Officer, in writing, at the address listed in Section 3, of the protest, within **TEN (10) CALENDAR DAYS** after the University has given notice of the decision the Offeror wishes to protest; and (ii.) explain in detail all the reasons for the protest and the relief requested.
- B. **Decision of the Chief Strategy, Planning, and Budget Officer.** The Chief Strategy, Planning, and Budget Officer shall consider the protest and may request additional information and documentation from the Offeror. The Chief Strategy, Planning, and Budget Officer will issue a written determination within **FIFTEEN (15) CALENDAR DAYS** after the offeror has supplied the requested information and documentation. If necessary and at the request of the Chief Strategy, Planning, and Budget Officer, the University's Chief Procurement Officer may extend this deadline provided the Chief Strategy, Planning, and Budget Officer establishes good cause for the extension. Any request for an extension granted by the Chief Procurement Officer must be in writing and mailed to the Chief Strategy, Planning, and Budget Officer and the Offeror. If the Chief Strategy, Planning, and Budget Officer does not issue a written decision on the protest within **NINETY (90) CALENDAR DAYS** after the Offeror has filed the requested information and documents with the Chief Strategy, Planning, and Budget Officer and within any extension granted by the Chief Procurement Officer, then Offeror's protest shall be deemed to have been denied.
- C. **Appeal from a Decision of the Chief Strategy, Planning, and Budget Officer.** Offeror may appeal the decision of the Chief Strategy, Planning, and Budget Officer to the Chief Procurement Officer. Offeror must file written notice of the appeal, a copy of the Chief Strategy, Planning, and Budget Officer's decision, and a list of all legal and factual issues

in dispute no later than **FIFTEEN (15) CALENDAR DAYS** after the date the Chief Strategy, Planning, and Budget Officer mailed the decision to the Offeror.

- D. Decision of the Chief Procurement Officer.** Within **FIFTEEN (15) CALENDAR DAYS** of receipt of the appeal, the Chief Procurement Officer shall adopt the decision of the Chief Strategy, Planning, and Budget Officer as the Chief Procurement Officer's final decision or give notice that a hearing will be held to resolve the dispute. The notice adopting the Chief Strategy, Planning, and Budget Officer's decision or setting a hearing will be served, in writing, on Offeror and the Chief Strategy, Planning, and Budget Officer. If there is a hearing, it will be conducted under Sections 10.14 - 16 of the University's Procurement Code, Board of Regents Policy 05.06.670 and Alaska Statute 36.30.670, as amended or superseded from time to time. The Chief Procurement Officer's decision must be issued, in writing, and mailed to the Offeror and the Chief Strategy, Planning, and Budget Officer within **TWENTY (20) CALENDAR DAYS** after the hearing. Chief Procurement Officer's decision is the final University decision.
- E. Appeal from the Final Decision of the Chief Procurement Officer.** An appeal of the Chief Procurement Officer's final decision may be filed under Appellate Rule 602(a) (2) with the Superior Court, Third Judicial District, located in Anchorage, Alaska no later than **THIRTY (30) CALENDAR DAYS** of the date the Chief Procurement Officer mailed the final decision to the Offeror.
- F. Stay.** A protest or appeal will not automatically stay a decision of the University. A party protesting or appealing must request a stay of the decision. Such a stay may be granted only where the Chief Strategy, Planning, and Budget Officer or Chief Procurement Officer finds that the Offeror has met the standards in AS 36.30.575.

**UNIVERSITY OF ALASKA
COMMERCIAL PROPERTY SALES DISPOSAL
OFFER TO PURCHASE FORM**

INSTRUCTIONS: Please print legibly. Please read all information in the Terms and Conditions of the University of Alaska Commercial Property Sale Disposal prior to completing this form. This form must be completed in its entirety. This form must be received at the University of Alaska, Facilities and Land Management, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438, or at 2025 Yukon Drive, Suite 106, Fairbanks, Alaska 99775.

An Ethics Disclosure Form, if applicable, must be completed and **MUST ACCOMPANY ALL OFFERS FROM UNIVERSITY EMPLOYEES OR FAMILY MEMBERS.** The Ethics Disclosure Form can be found at www.ualand.com.

OFFEROR

LEGAL NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE # (_____) _____ FAX # (_____) _____

OFFER

I hereby submit an offer to purchase PARCEL # _____

LOT _____ BLOCK _____ SUBDIVISION _____

The amount of my offer and deposit is (please also write out the amount in words, **rounded up to the nearest dollar**).

OFFER AMOUNT: _____ NO/CENTS (\$ _____ .00)

DEPOSIT: _____ NO/CENTS (\$ _____ .00)

Upon execution of the Commercial Property Purchase Agreement, the Offeror will deposit the amount noted above with the title company designated by the University in its sole discretion. The Deposit will be invested in a **non-interest** bearing trust account. The Deposit will be applied to the Purchase Price at Closing.

CONDITIONS PRECEDENT TO PURCHASE

The obligation of the Offeror to purchase the Commercial Property will be subject to the satisfaction or written waiver by the Offeror of the following condition(s) (the "Conditions Precedent") within _____ days after execution of the Commercial Property Purchase Agreement. (Use separate piece of paper if additional space is necessary.)
