

BID PACKAGE

AUTHORIZED DECEMBER 5, 2013

***SOUTH STREET EARLY LEARNING
CENTER***

***CITY OF WARREN
WARREN COUNTY, PENNSYLVANIA***

GENERAL INFORMATION

(The Information Set Forth Below, Although Believed to be Accurate, Should be Confirmed by the Bidder and is Not to be Considered a Representation or Guarantee to be Relied Upon by the Bidder)

The Warren County School District ("DISTRICT") owns the South Street Early Learning Center, which property is identified in the Tax Assessment Records of Warren County as Parcel No. WN-587-289; WN-587-2955; WN-587-2953; and WN-587-2962.

Subject to the terms and conditions contained herein and in accordance with 24 P.S. §7-707(2), the District is soliciting sealed bids for the sale of the Property.

GENERAL INSTRUCTIONS

The District will accept sealed bids until Noon on Friday, January 17, 2014. If you wish to submit a sealed bid you should complete the PROPOSAL PAGE contained in this packet. You should enclose with that PROPOSAL PAGE a check in the amount of ten (10%) percent of your bid payable to the Warren County School District. Your PROPOSAL PAGE and check should be placed inside a sealed envelope marked on the outside with the words "South Street Early Learning Center Bid". The sealed bids should be mailed or hand-delivered to Dr. Norbert Kennerknecht, c/o Warren County School District Central Office, 589 Hospital Drive, Suite A, North Warren, PA 16365. The bids will be opened (but not awarded) in the front conference room at the Warren County School District Central Office on Friday, January 17, 2014, at 2:00 p.m. All bidders are invited to attend the bid opening.

By signing the PROPOSAL PAGE and submitting a bid, you acknowledge and agree that your bid will be subject to the terms and conditions of the GENERAL INSTRUCTIONS, the BID SPECIFICATIONS AND TERMS OF SALE, and the ARTICLES OF AGREEMENT contained in this packet and that you will not be permitted to in any way modify, change, or amend any of the foregoing documents.

Any questions that you have about the bid submission process should be directed to Christopher M. Byham, Esq., at Stapleford & Byham, LLC, 600 Market Street, Warren, PA 16365.

**BID SPECIFICATIONS AND TERMS OF SALE
SOUTH STREET EARLY LEARNING CENTER
(Approved by the board of School Directors on December 5, 2013)**

1. The South Street Early Learning Center consists of four separate parcels, as follows: WN-587-289; WN-587-2955; WN-587-2953; and WN-587-2962. A copy of the Warren County Tax Assessment Map identifying said parcels is attached hereto. The following four (4) bidding options are available to bidders:
 - A. A bidder may submit a bid to purchase all four (4) of the parcels;
 - B. A bidder may submit a bid to purchase only WN-587-289 and WN-587-2955;
 - C. A bidder may submit a bid to purchase only WN-587-289, WN-587-2955, and WN-587-2953; or
 - D. WN-587-2953; and WN-587-2962
 - All bids must specify the amount bid for each parcel, the total amount of the bid, and whether the bid is contingent upon the bidder being awarded all parcels that are bid upon by the bidder. If the bidder does not specify on the PROPOSAL PAGE that a bid is contingent upon all parcels that are bid on being awarded to the bidder, the the District may accept the bidder's specified bid amount for an individual parcel.
2. The bid proposal shall remain firm and available for acceptance for a period of one hundred twenty (120) days from the date of the bid submission deadline.
3. The District reserves the right to reject any and all bids.
4. The District reserves the right to waive informalities, technicalities, and irregularities.
5. The closing shall occur within sixty (60) days of the date on which the successful bid is accepted by the District.
6. Payment of the balance of the purchase price shall be due at closing.
7. Possession of the premises shall be delivered to the buyer at closing.
8. No personal property is to be conveyed or sold in the context of this transaction.
9. The premises will be sold **AS IS** – with any and all defects, and it is acknowledged and agreed that the bidder has not relied upon the statements, representations, assurances, comments or warranties of the District, its employees, officers, members or their attorney, whether concerning the condition, quality, state of repair or status of the real property, and that said real property is being purchased as a result of and in

reliance on inspections by the successful bidder and not as a result of any advertisement or representation made by said persons or any person working or acting on their behalf.

10. All real property taxes associated with the property, if any, will be borne by Buyer.
11. All transfer taxes, if any, will be borne by Buyer. The District's attorney fees, in an amount not to exceed one thousand dollars (\$1,000), shall be paid by Buyer.
12. A check in the amount of ten (10%) percent of the bid must accompany the bid. For the successful bidder, said amount shall be applied to the purchase price at the time of closing. Said amount shall be refunded to all unsuccessful bidders.
13. The check in the amount of ten (10%) percent submitted with the bid of the successful bidder shall, in all events, be retained by the District in the event that the successful bidder shall fail to close for any reason. In the event that the successful bidder fails to close for any reason, then the District (in addition to being entitled to retain the ten (10%) percent amount) shall be entitled to any and all remedies available at law or in equity, and shall also be entitled to recover its reasonable costs and attorney's fees associated with the failure to close.
14. Conveyance will be made by Special Warranty Deed. Buyer agrees that said Deed shall contain a use restriction acceptable to, and prepared by and at the sole discretion of, the District whereby neither the building located on the premises nor any other portion of the premises may be used as a school or for school-related purposes, with said use restriction being a covenant that runs with the land and is forever binding on buyer; buyer's heirs, executors, administrators and assigns; and all subsequent owners of the Property.
15. By signing the PROPOSAL PAGE and submitting a bid, you are agreeing to execute the enclosed ARTICLES OF AGREEMENT, without modification of any kind. The execution of the ARTICLES OF AGREEMENT must occur within ten (10) days of the date on which the District accepts your bid.
16. By the submission of any bid, the bidder agrees that in the event its bid is rejected by the District for any reason and such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or in equity, the District shall be entitled to an award of reasonable attorneys fees and costs if the District's rejection of the bid is upheld, affirmed or otherwise not set aside.

ARTICLES OF AGREEMENT

THIS AGREEMENT made and concluded the ____ day of _____, 2014, by and between **WARREN COUNTY SCHOOL DISTRICT**, a School District organized within the Commonwealth of Pennsylvania, hereinafter sometimes referred to as -----
----- **“SELLER,”**

A N D

_____, of _____, hereinafter sometimes referred to as----- **“BUYER.”**

WITNESSETH, that the Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the Buyer to be kept and performed, has agreed and does hereby agree to sell and convey unto the Buyer, Buyer’s heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of _____ (\$_____).

AND upon the payment of said sum, Seller will, at Seller’s own proper cost and charge, make, execute and deliver to Buyer a good and sufficient Deed for the proper conveying of said premises, such conveyance to contain the covenants of Special Warranty. Buyer agrees that said Deed shall contain a use restriction acceptable to, and prepared by and at the sole discretion of, the District whereby neither the building located on the premises nor any other portion of the premises may be used as a school or for school-related purposes, with said use restriction being a covenant that runs with the land and is forever binding on buyer; buyer’s heirs, executors, administrators and assigns; and all subsequent owners of the Premises.

IT IS FURTHER AGREED by and between the Parties hereto, for themselves, their respective heirs, executors, administrators and assigns, as follows:

1. The total purchase price or consideration is _____ (\$_____) to be paid as follows:

_____ DOLLARS
(\$_____) of the purchase price shall have been submitted to the Seller with the bid of the Buyer. The balance of the purchase price shall be paid to the Seller at closing.

2. The real property which is the subject of this Agreement is described as follows:

Description to be inserted by District after awarding of bids.

3. The above described Premises has been determined to be surplus property, not required for school purposes, by the Board of Directors of the Warren County School District. The sale of this Premises was authorized by vote of the Board of Directors of the Warren County School District at its regular meeting held on _____, 2014, after due call at which meeting a majority of the members elected to said Board voted in favor of said sale.

4. **THIS CONVEYANCE IS MADE UNDER AND SUBJECT TO** all existing rights-of-way, easements, restrictions, ordinances, covenants, leases, servitudes, building restrictions, exceptions, reservations, interests, and rights of others, including rights for utility and transmission lines, and rights and privileges of public service companies that appear of record or that are apparent upon inspection of the above-described premises, and any state of facts an accurate survey would show.

5. No personal property is to be conveyed or sold in the context of this transaction. Regardless of the date of closing, Buyer agrees that Seller shall have until August 31, 2014, to remove Seller's personal property from the premises.

6. It is hereby agreed and understood between Buyer and Seller that the Buyer or Buyer's authorized agent, have inspected the property, and Buyer has agreed to purchase said property as a result of such inspection and not because of, or in reliance upon any statements, comments or representation made by the Seller or any Director, employee, officer, attorney for, or member of Seller. Buyer has agreed to purchase it in its present condition ("AS IS -- with any and all defects and without warranty of any kind).

7. This transaction shall close within sixty (60) days of the date of the Seller's acceptance of the successful bid.

8. Possession of said premises shall be delivered to Buyer on the date of closing, until which time the Seller shall be entitled to have and receive the rents, issues and profits thereof.

9. Rents, water rents, utilities, and sewage charges, if any, shall be prorated between the Parties as of the date of possession.

10. Any and all transfer taxes and property taxes imposed by any governing body upon this transaction shall be borne by the Buyer. The District's attorney fees, in an amount not to exceed one thousand dollars (\$1,000), shall be paid by Buyer.

11. Until the time of closing the risk of loss shall be upon the Seller.

12. In addition to the terms set forth in these Articles of Agreement, the Parties incorporate, as though set forth fully herein, all of the terms, conditions, provisions, instructions and specifications contained in the GENERAL INSTRUCTIONS and the BID SPECIFICATIONS AND TERMS OF SALE, which were as submitted by Seller to Buyer prior to the submission of the Buyer's bid.

13. Any notices or ordinances filed subsequent to the date of this Agreement by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided said Buyer takes title hereunder. Any such notices or ordinances filed prior to the date of this Agreement are to be complied with at the expense of the Seller.

14. This Agreement contains the entire agreement between the Seller and Buyer and that there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. This Agreement shall not be altered, amended, changed or modified, except in writing executed by the Parties hereto and approved by the Seller's Board of School Directors.

15. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

16. Buyer shall not be permitted to assign or otherwise transfer this Agreement, or any of Buyer's rights pursuant to this Agreement, unless the prior written consent of the Seller's Board of School Directors is obtained.

IN WITNESS WHEREOF, the said Parties to this Agreement intending to be legally bound hereby for themselves, their heirs, administrators, executors and assigns, have hereunto set their hands and seals the day and year first above written.

***SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF***

WARREN COUNTY SCHOOL DISTRICT,
SELLER

Board Secretary

BY: Board President (SEAL)

(SEAL)
, BUYER

PROPOSAL PAGE

I/we submit the following bid associated with the SOUTH STREET EARLY LEARNING CENTER as described in the General Information section of this packet:

(Bidder – Please check the appropriate box below and specify the amount bid for each parcel, the total bid, and whether or not the bid is contingent upon all applicable parcels being awarded to you)

1. _____ - WN-587-289; WN-587-2955; WN-587-2953; and WN-587-2962

\$ _____ = amount of bid for WN-587-289

\$ _____ = amount of bid for WN-587-2955

\$ _____ = amount of bid for WN-587-2953

\$ _____ = amount of bid for WN-587-2962

\$ _____ = total bid amount for all 4 parcels

* The above bid is _____ or is not _____ made contingent upon all 4 parcels being awarded to me/us. I/we understand and agree that if I/we have indicated that my/our bid is not contingent upon all 4 parcels being awarded to me/us, the District may accept my/our specified bid amount for an individual parcel.

2. _____ - Only WN-587-289 and WN-587-2955

\$ _____ = amount of bid for WN-587-289

\$ _____ = amount of bid for WN-587-2955

\$ _____ = total bid amount for the 2 parcels

* The above bid is _____ or is not _____ made contingent upon both parcels being awarded to me/us. I/we understand and agree that if I/we have indicated that my/our bid is not contingent upon both parcels being awarded to me/us, the District may accept my/our specified bid amount for an individual parcel.

3. _____ - Only WN-587-289, WN-587-2955, and WN-587-2953

\$ _____ = amount of bid for WN-587-289

\$ _____ = amount of bid for WN-587-2955

\$ _____ = amount of bid for WN-587-2953

\$ _____ = total bid amount for all 3 parcels

* The above bid is _____ or is not _____ made contingent upon all 3 parcels being awarded to me/us. I/we understand and agree that if I/we have indicated that my/our bid is not contingent upon all 3 parcels being awarded to me/us, the District may accept my/our specified bid amount for an individual parcel.

4. _____ - Only WN-587-2953 and WN-587-2962

\$ _____ = amount of bid for WN-587-2953

\$ _____ = amount of bid for WN-587-2962

\$ _____ = total bid amount for both parcels

* The above bid is _____ or is not _____ made contingent upon both parcels being awarded to me/us. I/we understand and agree that if I/we have indicated that my/our bid is not contingent upon both parcels being awarded to me/us, the District may accept my/our specified bid amount for an individual parcel.

5. _____ - Only WN-587-2953

\$ _____ = amount of bid for WN-587-2953

6. _____ - Only WN-587-2962

\$ _____ = amount of bid for WN-587-2962

I/we enclose my/our check in the amount of ten (10%) percent of the bid amount.

I/we agree to be bound by all of the terms and conditions contained in the GENERAL INSTRUCTIONS, the BID SPECIFICATIONS AND TERMS OF SALE, and the ARTICLES OF AGREEMENT contained in this packet, and I/we understand and agree that I/we shall not be permitted to in any way modify, change, or amend any of the foregoing documents.

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

ADDRESS:

TELEPHONE NO.:
