

**BIDDING DOCUMENTS
FOR SALE OF REAL PROPERTY LOCATED AT 1091
NORTH HIAWATHA AVENUE, CITY OF PIPESTONE**

I. INSTRUCTION TO BIDDERS:

A. Pipestone County shall receive sealed written bids at the Pipestone County Auditor's Office until **3 p.m. on Friday, May 6, 2022** for the sale of the real property described hereinafter, whereupon the sealed bids shall be opened and the amount of the bids read publicly at the regular meeting of the Pipestone County Board of Commissioners on **Tuesday, May 10, 2022, starting at 10:00 a.m.**, and held at the Pipestone County Commissioners Meeting Room, lower level of the Law Enforcement Center.

B. This bid package contains the following three documents, collectively referred to hereinafter as the "Bidding Documents:"

1. Instructions to Bidders
2. Specifications
3. Bid Proposal Form

C. All bids must be submitted on the Bid Proposal Form provided herein. All entries on the blank spaces on the Bid Proposal Form must be printed and filled in with ink, or typewritten. The Bid Proposal Form must be completed fully and signed when submitted. All bids by corporations must bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of that corporation.

D. All bids must be submitted in a sealed envelope that bears the marking "BID FOR SALE OF REAL PROPERTY IN PIPESTONE," and the Bid Form must include the name, address and telephone number of the bidder.

E. All bid envelopes must be addressed to Pipestone County Auditor/Treasurer, Pipestone County Courthouse, 416 S. Hiawatha Ave, Pipestone, MN 56164, Attention: Amanda Sandy.

F. All written bids must be received by **3 p.m. on Friday, May 6th, 2022** at the Pipestone County Courthouse, and must include an acceptable Deposit.

G. If the written words in a bid proposal differ from the mathematical figures written in a bid proposal, then the amount of the bid stated in written words shall govern.

H. Any alterations or erasures must be crossed out and the corrections thereof must be printed and filled in with ink or, or typewritten, adjacent to said alterations or erasures. The corrections must be initialed in ink by each person who signs the Bid Proposal Form.

I. Revisions or interpretations of the Bidding Documents made by Pipestone County shall be by Addendum issued prior to the date and time set for the bid opening. Any explanation desired by bidders must be requested in writing from Pipestone County's authorized representative, and if

an explanation is necessary, a reply will be made in the form of an Addendum. A copy of said Addendum shall be forwarded to each bidder who received a set of these Bidding Documents. Information obtained from an unauthorized officer, agent, or employee of Pipestone County, or any other person, shall not affect the obligations assumed by the bidder nor relieve the bidder from fulfilling any of the conditions herein. For the purposes of this bid, Pipestone County's authorized representative is: Steve Ewing, County Administrator, Pipestone County Administration, Pipestone County Courthouse, 416 S. Hiawatha Ave, Pipestone, MN 56164.

J. All bids must comply with, and cannot deviate from the provisions of the Bidding Documents.

K. Pipestone County reserves the right, in its sole discretion, to reject, in part or whole, any bid it deems to be insufficient; to waive any irregularity or technicality in bidding; and to accept a bid which Pipestone County determines best serves the interests of Pipestone County, provided the exercise of that discretion is not arbitrary, capricious, or unreasonable.

L. The bid award shall be based upon, but not necessarily limited to, the following factors:

1. The adherence to all bid requirements; and
2. The amount of the bid.

M. Pipestone County reserves the right to disqualify any bid, before or after opening, upon receipt of evidence of collusion with intent to defraud, or any other illegal practice upon the part of bidder(s), or for noncompliance with the requirements of these Bidding Documents.

N. Bids received prior to the designated time of opening will be kept unopened and secure. The officers whose duty it is to open the bids shall decide when the specified time has arrived and shall not consider a bid arriving thereafter. Bids received after the date and time set for opening shall be returned to the bidder unopened. No responsibility shall attach to a Pipestone County official, officer, employee, assign, designee, or agent for the premature opening of an improperly addressed and marked bid.

O. Pipestone County shall not physically release or return any bid to the bidder for the purpose of modifying, withdrawing, or for any other purpose whatsoever, until the bids are officially opened and acknowledged, and no bid may be withdrawn within sixty (60) days after the opening of the sealed bids.

P. By submitting a bid, the bidder certifies that the bidder is the only party interested in its proposal, and that its proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever.

II. PROHIBITED BIDDERS

A. No person or entity that is an owner or tax payer of real property in Pipestone County that has delinquent taxes may bid.

B. No person or entity that has a potential or actual conflict of interest relating to the sale of the residential real property, may bid.

III. SPECIFICATIONS

Pipestone County intends to receive bids in accordance with Minn. Stat. § 373.01 for the sale of the real property described in these Bidding Documents. Pipestone County specifically reserves the right, in its sole discretion, to reject, in part or whole, any bid it deems to be insufficient; to waive any irregularity or technicality in bidding; and to accept a bid which Pipestone County determines best serves the interest of Pipestone County, provided the exercise of that discretion is not arbitrary, capricious, or unreasonable.

A. QUESTIONS OR REQUESTS FOR ADDITIONAL INFORMATION:

1. Any questions concerning the meaning or intent of the Bidding Documents, or any requests for additional information, must be addressed in writing to Pipestone County's representative for this sale.
2. If an explanation or additional information is necessary, Pipestone County shall make a reply in the form of an Addendum, a copy which shall be forwarded to each bidder who received a set of the Bidding Documents. Such Addenda shall be binding to all bidders. It shall be the duty of each bidder to make sure that s/he has received copies of all Addenda issued. Information obtained by the bidder from any other officer, employee, or alleged agent of Pipestone County shall not reduce the obligations assumed by the bidder, nor relieve the bidder from fulfilling any of the conditions or requirements imposed by the Bidding Documents.

B. DESCRIPTION OF REAL PROPERTY

Property Owner: Pipestone County

Property Address: 1091 N. Hiawatha Ave, Pipestone,

Property Tax Identification Number: N/A

Legal Description of Property: Lot 1, Block 1, North Hiawatha Addition, City of Pipestone

C. INSPECTION OF PROPERTY

The property is available for inspection, accessible via the public road right of way on North Hiawatha Avenue.

E. TERMS AND CONDITIONS OF SALE

1. Each and every bid must be accompanied by a bid security deposit ("Deposit") in the form of a certified check made payable to Pipestone County Auditor / Treasurer in the amount of Two Hundred Dollars (\$200.00).
2. Pipestone County shall not accept a personal check for the Deposit.

3. Pipestone County shall retain the Deposit of the three highest bidders and shall apply the Deposit of the successful bidder as earnest money toward the purchase price of the property.
4. Pipestone County shall return the Deposit of each unsuccessful bidder.
5. Pipestone County shall not return the Deposit of the unsuccessful bidders who are among the three highest bidders until a purchase agreement for the property has been executed between the successful bidder and Pipestone County and until the closing has occurred.
6. If the successful bidder fails to enter a purchase agreement for the purchase of the property, then the Deposit or earnest money of the successful bidder shall be forfeited to Pipestone County.

D. FULL PAYMENT OF BID PRICE

1. The successful bidder shall be required to complete the closing with full payment of the balance of the bid price by cashier's check or certified check made payable to Pipestone County, forty-five (45) days after the award of the bid.
2. If the successful bidder fails to close on the property within forty-five (45) days after the award of the bid, then liquidated damages in the amount of ten percent (10%) of the bid price shall be due to Pipestone County.
3. No bid may be withdrawn within sixty (60) days after the opening of the sealed bids.
4. The amount due at closing shall include:
 - a. The balance of the bid price after the Deposit is deducted from the amount of the bid price;
 - b. Deed fee; and
 - c. Deed tax.

E. TAXES

The successful bidder shall assume sole responsibility for any real estate taxes or special assessments payable for the property

H. EVIDENCE OF TITLE

1. Within a reasonable period of time after the award of the bid, Pipestone County shall demonstrate to the successful bidder that the title to the real property is good and marketable of record by furnishing an attorney's title opinion, including proper searches covering bankruptcies and federal and state judgments, liens, and pending special assessments.

2. By submitting a bid, each bidder acknowledges that the sole remedy for Pipestone County not being able to make, or choosing to not make the title marketable is a return of the bid security deposit/ earnest money to the successful bidder.

I. WARRANTIES

1. Pipestone County shall sell the property "AS IS," with no warranty on the condition of the property.
2. Pipestone County shall sell the property subject to existing encumbrances, liens, easements, and any other such restrictions which an accurate survey would reveal.
3. Pipestone County makes no warranties or representations as to the property's conformance with local, state, or federal building codes, ordinances or other regulations that may affect the sale of the real property.
4. Pipestone County makes no warranties or representations as to the property's suitability for any particular purpose.

J. ENVIRONMENTAL TESTING

1. Pipestone County has not undertaken or conducted any investigation, monitoring, testing, surveying, boring or other similar activity to identify the existent or extent of a release, or of a threat of a release of a hazardous substance, pollutant, or contaminant on or under the property.
2. After award of the bid, the successful bidder may request permission from Pipestone County to enter upon the property to perform reasonable investigations. Any such access shall be subject to the terms and conditions that Pipestone County may require, including but not limited to the requirement that no unnecessary damage shall be done to the property, and that the property shall be restored to substantially the same condition in which it was found.

K. RESERVATION OF MINERAL RIGHTS

As required by Minnesota Statute § 373.01, subd. 1(h) Pipestone County shall reserve all iron ore and other valuable minerals in and upon the property, with the right to explore for, mine and remove the iron ore and other valuable minerals.

L. WARRANTY DEED

Pipestone County shall convey the real property by Warranty Deed.

M. CLOSING AND POSSESSION

1. Pipestone County shall deliver possession of the property no later than the date set for closing.
2. The closing shall be on a date and at a time that is mutually convenient to both Pipestone County and the successful bidder, provided that the closing shall take place no later than forty-five (45) days from the date the bid is awarded.

N. DISCLAIMERS

1. Any written material prepared and distributed in connection with the sale of the residential real property is only for the convenience and benefit of bidders, and is intended to give prospective bidders only a general understanding of the location, condition, and size of the property.
2. Pipestone County and its officials, officers, employees, assigns, designees, agents or contractors shall not assume any liability for any inaccuracies in the written material prepared and distributed in connection with this sale.
3. Before placing a bid, each prospective bidder is encouraged to use due diligence to research and examine the real property, and to investigate every statement of fact regarding the property which may affect the amount of the bid, and/or the bidder's use and enjoyment of the property.

**BID PROPOSAL FORM
FOR SALE OF REAL PROPERTY IN PIPESTONE**

The sealed envelope containing this Bid Proposal Form shall be opened and the amount of the bid read publicly at **Tuesday, May 10, 2022 starting at 10:00 a.m.** at the Board Room located on the lower level of the Pipestone County Law Enforcement Center.

BIDDER: _____

Title (for entities): _____

Address: _____

Telephone Number: _____

1. This Bid Proposal Form is for the sale of the residential real property located at 1091 N. Hiawatha Avenue, Pipestone MN 56164, and further identified by Legal Description as Lot 1, Block 1, North Hiawatha Addition, City of Pipestone, as set forth in the Bidding Documents.

2. The following bid for the purchase of the residential real property described in the Bidding Documents is submitted for consideration in accordance with all of the terms and conditions of the Bidding Documents.

a. Bid Amount (numbers): \$ _____

b. Bid Amount (words): _____

By submitting this bid, I do hereby agree to all of the terms and conditions of Pipestone County as set forth in the Bidding Documents for the sale and purchase of the real property described herein.

If I am bidding on behalf of an entity, I hereby certify I am duly authorized to submit this Bid on behalf of the entity.

3. I hereby submit with this bid a bid security deposit ("Deposit") in the amount of Two Hundred Dollars and No Cents (\$200.00). I understand and agree that Pipestone County shall be entitled to hold as earnest money said Deposit of the three highest bidders until a purchase agreement for the property has been executed between the successful bidder and Pipestone County, and until the closing for the property occurs. If I am an unsuccessful bidder, I agree and understand that Pipestone County shall return the Deposit to me.

Dated: _____

By: _____
Signature of Bidder