

BID PACKET FOR THE SALE OF REAL PROPERTY LOCATED AT 149 CLERMONT
AVENUE RUSSELLS POINT, OHIO 43348

Bid Number: 01-2021

Sealed bids will be received by Jeff Weidner, Village Fiscal Officer, at the Village Municipal Building, 433 State Route 708, Russells Point, OH 43348 until 7:00 p.m. EST on Monday, November 1, 2021 at which time the bids will be publicly opened and read aloud for the purchase of the following real property: Situated in the Village of Russells Point, Township of Washington, County of Logan, and State of Ohio, and bounded and described as follows: Being Lot No. One Hundred Five (105) of the Village of Russells Point, according to the new numbering of lots in said village heretofore being known as Lot No. Seventy-four (74) of Cain's Park Addition to the Village of Russells Point as known and designated in Plat Book B, Volume 2, Page 43, Logan County Plat Records. Parcel No. 52-032-09-08-024-000 (Lot 105). The property address is 149 Clermont Avenue Russells Point, OH 43348.

TERMS OF SALE: The subject real estate is sold in an "as is" condition and there are no warranties, express or implied, given with the sale of this property. Conveyance will be by quitclaim deed and buyer will be responsible for performing any title investigation and for obtaining any title insurance. Additionally buyer shall be responsible for any and all environmental remediation of the lot or demolition of any buildings on said property. Said property is to be conveyed to the highest bidder as determined by Village Council. Each bid shall contain the full name of the person making the bid and shall be accompanied by a certified check in the amount of ten percent (10%) of the total bid amount made payable to the Village of Russells Point. Balance of the total bid must be paid within 30 days from the date of acceptance of the bid by the Village Council. If the balance is not paid within 30 days from acceptance of the bid, the bidder agrees to forfeit the ten percent (10%) down payment.

MINIMUM BID: There is a minimum bid on this property in the amount of Seven Thousand One Hundred Twenty Dollars (\$7,120.00). If any bids are identical and the Village decides to accept one of the bids, the Village shall accept the earliest bid received by the Village.

Complete Competitive Sealed Bid with Authorized Signature. Bidders must submit a complete, signed competitive sealed bid, which at a minimum, should include all of the requirements listed above.

When Bids may be Delivered. The Village Fiscal Officer must receive bids no later than 7:00 p.m. on Monday, November 1, 2021. Bids received after 7:00 p.m. on the scheduled date for opening will be considered as late and will not be opened. The Village does not accept bids with insufficient postage or collect on delivery.

Where Bids must be Delivered. Bids must be delivered to Jeff Weidner, Village Fiscal Officer, at the Village Municipal Building, 433 State Route 708, Russells Point, OH 43348 during regular village hours.

How Bids May be Delivered. Each bid must be submitted in a sealed envelope or similar container with the bid number clearly marked on the exterior. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier service envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified without additional consideration.

Bids are a Public Record. Interested bidders may attend the opening of the bids. After bids are opened they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant

thereto. A Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Village of Russell's Point.

Withdrawal of Bid before Bid Opening. A bidder may withdraw its bid, by written request, any time after the Village receives the bid and before bid opening.

Withdrawal of Bid after Bid Opening. A bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If the Village suspects that the lowest bid contains a mistake, the Village may ask the bidder for written confirmation of its bid.

Correction of Bid before Bid Opening. If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

Correction after Bid Opening. The Village may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

Requests for Revisions or Additions to the Bid:

Bidders are required to comply with all of the terms and conditions of this Bid Packet whether the bidder had actual knowledge of the terms and conditions of the Bid Packet and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. The Village will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the Bid Packet prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

Non-Collusion Certification: By the signature affixed below, the Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

The right is reserved to reject any and all bids.

Bid Amount: _____

Received: _____
(For Village Use Only)

By: _____
Bidder