

SALE OF CARLSON HOUSE AS PERSONAL PROPERTY

BID # 11-1112

INSTRUCTIONS AND CONDITIONS

1. Preparation of Bid Form. Proposals to purchase the West Valley-Mission Community College District's ("DISTRICT") property known as the Carlson House ("Building") shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and the name of the property ("Carlson House") for which the bid is submitted. The DISTRICT reserves the right to reject any bid if all of the above information is not furnished. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated on the Notice Inviting Bids. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. No bids will be considered unless upon forms furnished by DISTRICT.

2. Deposit. The high bidder is required to provide a deposit amount of Ten Thousand Dollars (\$10,000.00) ("Deposit") which will serve as a penalty if the successful bidder does not remove the Building and debris.

3. Signature. The Bid Form and Agreement for Purchase and Sale of Carlson House as Personal Property ("Purchase Agreement") must be signed in permanent blue ink in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is on file in the DISTRICT's office. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the DISTRICT, in which case the general partner may sign.

Bids submitted as joint venturers must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice Inviting Bids. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

5. Examination of Property and Purchase Agreement. It shall be the duty and responsibility of the bidder to view and inspect the Building offered for sale. The Building is available for inspection at the location indicated on the Notice Inviting Bids and may be inspected on Monday, January 23, 2012, and Thursday, January 26, 2012, at 1:00 p.m. Each person entering the Building shall be required to wear a hard hat and closed toe shoes and follow reasonable and customary safety precautions during the viewing. Each bidder shall visit the DISTRICT site where the item for sale is located and become fully acquainted with the conditions relating to the purchase of the Building which is for sale so that the requirements and restrictions associated with the purchase of the Building under the Agreement for Purchase and Sale are fully understood. Bidders shall thoroughly examine and become familiar with the property for sale. The failure or omission of any bidder to receive or examine any item for sale, contract documents, form, instrument, addendum, or other document or to visit the location where the property is made available by the DISTRICT to become acquainted with the existing conditions of the property shall not relieve any bidder from obligations with respect to the bid or to the Purchase Agreement. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature, condition, performance, character, quality or amount of property being sold by the DISTRICT.

6. Purchase Agreement. The Purchase Agreement form which the successful bidder, as purchaser, will be required to execute is included in the contract documents and should be carefully examined by the bidder.

7. Award of Contract. High Bidder agrees to purchase all of the Building (Carlson House) and acknowledges that the bid is an "All or None" situation. The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid(s) or in the bidding. The award of contract, if made by the DISTRICT, will be in the best interest of the DISTRICT, taking into consideration all aspects of the bidder's response. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated. In the event a Notice of Acceptance of Bid and Award of Agreement is provided to bidder, and such bidder fails or refuses to execute the Purchase Agreement or pay the Purchase Price and

Deposit for the Building and Deposit within three (3) business days after notification of the award of the contract to bidder, the DISTRICT shall declare the bidder non-responsive, and may award the contract to the next highest responsible bidder, release all bidders or reject all bids.

8. Purchase Price and Deposit Payment. High bidder is required to pay the Purchase Price by one of the following methods: (1) cash; (2) a cashier's check made payable to the DISTRICT; or (3) a certified check made payable to the DISTRICT. The high bidder is also required to pay the Deposit by any of the aforementioned methods or by posting a bond to ensure performance or providing a letter of credit for the amount of the Deposit at the time the bidder executes the Agreement.

9. Removal of Building. The high bidder who is awarded the Purchase Agreement shall be responsible for its removal of the Building from the DISTRICT's premises within six (6) months following the Effective Date of the Purchase Agreement. If the Purchaser fails to remove the Building from the DISTRICT's premises, the DISTRICT has reserved the right to demolish and remove the Building at the purchaser's expense as set forth in the Agreement for Purchase and Sale.

10. HOLD HARMLESS AND INDEMNIFICATION. Pursuant to the terms of the Purchase Agreement, the Purchaser is required, as set forth in the Purchase Agreement, to indemnify, defend and hold harmless the DISTRICT, its officers, agents, volunteers, and employees ("Indemnified Parties") from any and all claims, actions, suits, legal or administrative orders or proceedings, demands, liability, loss, expense (including reasonable attorney's fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, and environmental cleanup, liability, and compliance costs occurring by reason of any existing conditions and any acts or omissions on the part of the PURCHASER and PURCHASER's own officers, agents, contractors, or employees, if any, under or in connection with any obligations of PURCHASER under this Agreement. Such indemnification shall include, and shall not be limited to all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorney's fees and consultant fees and investigation costs and expenses, directly or indirectly arising therefrom and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties.

Additionally, PURCHASER shall be responsible for, and DISTRICT shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of PURCHASER, its agents, officers, employees, guests or invitees, or any third person other than the DISTRICT, or resulting from PURCHASER's activities on DISTRICT property or from any cause whatsoever arising out of or in connection with this Agreement. PURCHASER shall indemnify and defend the Indemnified Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or properties, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with this Agreement, PURCHASER's ownership of BUILDING and PURCHASER's removal activities on the DISTRICT's property whether or not there is concurrent passive negligence on the part of DISTRICT, its agents, employees or officers, but excluding such actions, claims, damages to

persons or property, penalties, obligations or liabilities arising from the gross negligence or willful misconduct of DISTRICT, and in connection therewith:

Actions Filed. PURCHASER shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

Judgments Rendered. PURCHASER shall promptly pay any judgment rendered against PURCHASER or DISTRICT covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with this Agreement or any amendment thereto, and PURCHASER shall promptly pay any judgment rendered against PURCHASER or DISTRICT covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with any access of DISTRICT property or use or removal of the BUILDING referred to herein and agrees to save and hold DISTRICT harmless therefrom.

Costs, Expenses and Attorneys' Fees. In the event DISTRICT is made a party to any action or proceeding filed or prosecuted against PURCHASER for such damages or other claims 1) arising out of or in connection with this Agreement, or 2) arising out of or in connection with any access of DISTRICT property or use or removal of the BUILDING referred to herein, PURCHASER agrees to pay DISTRICT any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

PURCHASER further agrees to indemnify, defend and hold harmless DISTRICT, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement.

11. Questions. Questions regarding the bid may be directed to Brigit Espinosa, Director of General Services, at (408) 741-2187.