

## NOTICE TO BIDDERS

Notice is hereby given that Westfield Washington Schools (“School”), by and through its Board is requesting bids for leasing land owned and/or leased by the School for farming purposes (the “Project”).

The land for lease is approximately a) 19.13 acres; Parcel 08-05-27-00-00-015.001; commonly known as 18997 Casey Rd, Westfield, IN; b) 24.5 acres; Parcel 08-09-05-00-01-005.000; commonly known as 0 Towne Rd, Westfield, IN; c) 10.03 acres; Parcel 08-05-25-00-00-003.000; commonly known as 19500 Tomlinson Rd, Westfield, IN

After the property was appraised, the School determined a fair market rental value of \$197 per acre per year as the minimum bid for leasing a portion of the land based on the appraisals and the School’s knowledge of the property.

Bidding for leasing a portion of the land located on parcels a) 08-05-27-00-00-015.001; b) 08-09-05-00-01-005.000; and c) 08-05-25-00-00-003.000 will begin at 12:00 p.m. EST on February 4, 2019 and continue until 4:00 p.m. EST on February 25th, 2019.

Bids will be received until **February 25, 2019**, at 4:00 p.m. (EST). Bids must be delivered before 4:00 pm EST on **February 25, 2019** to:

Brian Tomamichel  
Westfield Washington Schools  
1143 East 181st Street  
Westfield, IN 46074-8926

Or via email to [Tomamichelb@wws.k12.in.us](mailto:Tomamichelb@wws.k12.in.us)

The land may not be leased to a person who is ineligible under Ind. Code 36-1-11-16. A bid submitted by a trust (as defined in Ind. Code 30-4-1-1(a)) must identify each beneficiary of the trust; and settlor empowered to revoke or modify the trust.

Each bid will be open to public inspection. A bidder may raise the bidder's bid, and subject to 36-1-11-4(e), that raise takes effect after the Board has given written notice of that raise to the other bidders. **All bids received after 4:00 pm on February 25, 2019 will not be considered and rejected.**

All aspects of the Project shall be performed under one or more leases with the School. Mandatory terms and conditions of the lease are set forth in the bidding documents. Two copies of bid forms shall be submitted on forms provided in the bidding documents. Bidders must complete the entire bid forms including a statement of experience, proposed plan or plans for

leasing the land, the resources the bidder has available for leasing the land, farming the land, and operating any equipment, non-collusion affidavit, and financial statement. Bidders must include a satisfactory bid bond, cashiers' check, or certified check payable to the Westfield Washington Schools. Bid security shall be in the amount of not less than one percent (1%) of the bidder's total contract price. Should a successful bidder within ten (10) days after written notice of acceptance of bid withdraw its bid, fail to provide the required payment and performance bonds, or execute a lease contract satisfactory to the School, the School may then declare that bid security forfeited as liquidated damages, not as a penalty.

Wage rates shall not apply to this Project. All bidders must comply with all applicable laws including but not limited to the requirements detailed in the bidding documents. Bidders must also be able to and meet all requirements found in applicable land, leasing, and environmental statutes and regulations.

The bidding documents for the Project are on file with the School and may also be examined at the following location: <https://www.wws.k12.in.us/Page/1002> Costs associated with digital or printed copies are and will be incurred by and at the expense of the bidder and are non-refundable.

Prior to approval and execution of the School's contract, the tenant(s) who is the successful bidder shall furnish adequate assurances of the faithful performance of the lease and the payment of all obligations arising hereunder. The bidder must prove it has the necessary expertise and can furnish all labor, services, supplies, materials, tools, machines, equipment, and transportation necessary for leasing the land owned or leased by School. Insurance must remain in full force and effect for a period of one year after termination of the lease.

The School expects to award the contract(s) for the Project to the highest and best bidder at its March 5, 2019 Board meeting. The School reserves the right to hold bids, including any alternates, for up to 15 days from the date of the bid opening. The School reserves in its sole discretion the right to reject any and all bids, is not obligated to accept the highest or any other bid, and may waive any irregularities, discrepancies, omissions, variances or informalities in the bidding procedure.

Questions regarding the Project, or requests for equal status, can be directed in writing to:

Brian Tomamichel  
Westfield Washington Schools  
1143 East 181st Street  
Westfield, IN 46074-8926

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