MARSHALL PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

FOR ACQUISITION OF:

Existing West Side Elementary School Facility 500 South 4th Street Marshall, MN 56258



PROPOSAL SUBMISSION DEADLINE: 2:00 PM, CDT, February 24, 2020

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Overview

Background:

In May of 2019 the tax payers of ISD 413 voted to approve the construction of a new 2-4 Elementary School on property owned by the District next to the current Middle School. The design of the new facility is near completion, and the bidding process will soon be underway. Construction will be complete, and District will occupy the new facility in August of 2021. Upon completion of the 2021/22 school year the existing West Side Facility will become available for a potential new owner.

Objective:

ISD 413 Marshall Public School District is seeking proposals from interested parties for the purchase/acquisition of the building and land at 500 South 4th Street, Marshall MN 56258, West Side Elementary School. The District will evaluate and select the proposal that best meets the needs of ISD 413, City of Marshall and the neighbors of the property. A strong proposal will include:

- Description of economic stimulus potential for the taxpayers of Marshall as a result of the proposed new use
- Description of planned physical improvements to the building and land
- Description of how the proposed use will seamlessly integrate with the land use around the property
- Other pertinent information that makes the proposed use an asset to the community

RFP Details:

All Responses are due to ISD 413, Marshall Public Schools, on Monday February 24th, 2020 at 2 PM. Proposals must be in a sealed envelope and date/time stamped by a District representative prior to 2 PM. The outside of the envelope should be marked "SALE OF REAL PROPERTY 500 South 4th Street Marshall, MN 56258". Hand delivered should be directed to the District Office where they will be date stamped and held until bid opening. Late submittals will not be considered.

All proposals shall be addressed to:

Marshall Public Schools Attn: Dion Caron Director of Business Services, ISD 4413 401 S. Saratoga St. Marshall, MN 56258

The building will be open for tours, non-invasive investigation and condition assessment tours on Wednesday January 23rd, 2020 at 3:30 pm. Any other or additional time needed to review the property can be arranged by calling Dion Caron at 507-929-2603.

Those interested in submitting a proposal are encouraged to provide contact information to Dion Caron, Director of Business Services at dion.caron@marshall.k12.mn.us. Providing contact information will allow the School District to provide notification if an addendum to the RFP is issued or the RFP is cancelled. Those who choose not to provide contact information are solely responsible for checking the School District website for any issued addenda or a notice of cancellation.

Terms and Conditions:

- 1. All proposals must include a certified or cashier's check in the amount of 10% of the proposal.
- 2. The District shall have a period of 60 days to following the opening of the proposals to review, accept, reject or enter into negotiations with those whom submitted a proposal.
- 3. The District reserves the right to reject, refuse or negotiate any or all proposals.
- 4. Proposals may not be withdrawn for a period of 60 day from opening.
- 5. The District will return any earnest money of rejected proposals within 60 days of opening.
- 6. Any testing, inspection or investigation required for a purchaser to provide a proposal is the responsibility of the purchaser.
- 7. Any and all expenses including title insurance, mortgage points, mortgage registration tax, financing or other purchase required items is the responsibility of the purchaser.
- 8. If it is necessary to terminate any purchase agreement for any reason, the District will retain the earnest money.
- 9. Upon selecting a purchaser, the District will allow a period of 60 days to negotiate, finalize and sign a purchase agreement.
- 10. A closing date shall be set within 30 days of signed purchase agreement. The balance of all funds will be paid in cash (certified or cashier's check, wire transfer) to the District at closing.
- 11. Property is sold "As-Is" with no explicit, implied or conditional warranties of building components or systems.
- 12. The District will not be responsible for the division of land, zoning variances or modifications to title. All expenses to complete the required legal documentation is the responsibility of the purchaser.
- 13. The District will not pay closing costs, real-estate fees, appraisal fees or any other fee associated with the purchase of the property.
- 14. The purchaser is responsible to verify with the City of Marshall that the proposed use would be acceptable and integrate with the City's zoning, occupancy or use.

Property Description

Address:

West Side Elementary School

Year Built: 1955, Addition 1960

500 South 4th Street

Square Feet: 50,013 – 2 story

Marshall, MN 56258

Zoning: R1

Acres: 10.1

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Plad for record on the 10th. day of August, 1950, at 10:00 o'clock A. M. Ferd. Cocquyt, Register of Deeds.

Taxes for the year 1950 on the lands described within, not assessed, this 10 day of August, 1950.

Cas. C. Chapman County Treaturer

Ty B. M. M. Deputy.

Taxes, not assessed and Transfer entered this 10th day of August, 1950. G. Oscar Carlson County Auditor.

This Indenture, Made this 17th day of July, 1950 between The County of Lyon a corporation under the laws of the State of Microsofts, party of the Tirst part, and Independent School District No. 8 a corporation under the laws of the State of Lyon, party of the second part,

Witnesseth, That the said party of the first pert, in consideration of the sum of Twelve Thousand - - (\$12,000.00) - - - - - DULLERS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Orant, Bargain, Sell, and Convey unto the caid party of the second part, its successors and essigns, Forever, all the tract or percel of land lying and being in the County of Lyon and State of Minnesota, described as follows, to-wit:

All that part of the Northeast Quarter of the Northeast quarter (NB) of Saction eight (8), in Township Cos Hundred Slaven (111), Emmge hi West, described as follows, to-wit:

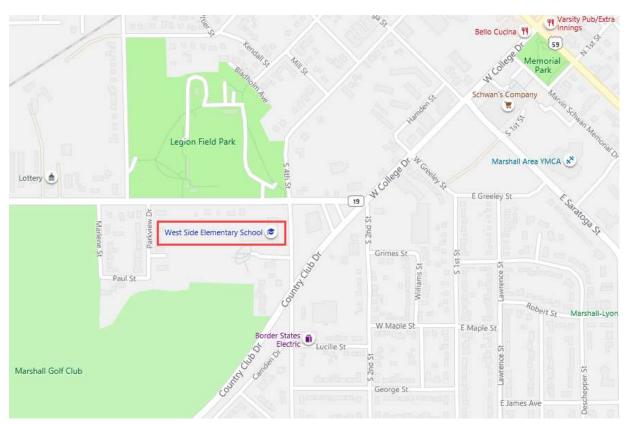
Beginning at the Bertheast corner of the NET of said Section 5, township 111, range hi, West, said County and State; running themse Nest, a distance of 18 rods; running themse South a distance of 25 5/9 rods; running themse east a distance of 15 rods; and running themsh north a distance of 20 5/9 rods to the place of beginning except highways, if any.

(\$13.20 revenue stamps affixed & cancelled)

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		60's day of 19012 , 1961,
	between Otto N. Greeley and Martha Greeley, b	ds vife.
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	part_les_of the first part, and _Independent School	District No. 513, a Hunicipal Corporation
11.00		
	of the County of	and State ofKinnesata,
	part.yaf the second part,	
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1 4	the charmel of the Redwood River; thence down a	taid river to a point there it crosses the South line of the about the above tract to the place of beginning.
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Technical and Environmental Information

Hazardous Materials:

There are various types of hazardous materials within the facility that will be the responsibility of the purchaser to mitigate. There is asbestos floor tile (mastic), piping insulation and ceiling systems (glue). Additional hazardous materials may exist, and it is the responsibly of the purchaser to dispose of any substance in accordance to local, state and federal regulations.

Any party responding to this request must do their own investigation and estimation of abatement costs. The District will not perform, nor be responsible for any hazardous material abatement.

Requirements of the Proposal

Description of proposed use:

Describe in detail the intended use of the facility and/or land, the staff and/or occupant loads and the impact on the neighborhood and general public. Include any and all information on how the building will be renovated, demolished, repurposed or added to. Include an architectural description and size if feasible. Explain how all city requirements will be met with the proposed use.

Financial Compensation:

Provide a purchase amount which will be offered to the District for the ownership of the facility and property. Include any terms, conditions or exclusions as needed. Include a 10% cashier's or certified check with the proposal.

Timeline:

Provide a detailed timeline of the following:

- Proposed purchase agreement completion
- Property division action
- Payment(s)
- Building and/or land modifications
- Occupancy

Purchase Agreement:

Provide, subject to negotiation, a purchase agreement, in addition to Attachment A, the District may review as part of the evaluation process.

Hazardous Material Acknowledgement:

All responses must include the acknowledgement of known hazardous materials. A hold harmless agreement for the Marshall Public School District will be required for any successful purchaser and must be included in their response.

Selection Process

Evaluation Committee:

The District has Facility Committee to provide oversight to the referendum project process. This committee is comprised of School Administration, School Board members and Professional Consultants in the design, development and construction industries. This committee will evaluate each proposal received and how each best fits the criteria provided in this RFP. Based on that evaluation the Committee will provide a recommendation that best suits the future of The School District, City of Marshall and neighbors of the property.

The District reserves the right to accept, reject, negotiate or refuse any response. The district waives all liability to costs incurred in the development of a response to this proposal.

Timeframe:

Based on the review, a recommendation will be provided to the School Board on March 2nd, 2020. The School Board will hear the recommendation and provide final direction to the administration.

End of Request for Proposal

Attachment A OFFER TO PURCHASE REAL PROPERTY 500 South 4th Street Marshall, MN 56258

TO: Director of Business Services of Marshall Public Schools 401 S. Saratoga Street Marshall, MN 56258
, herein called the "Bidder," hereby offers and agrees to
purchase from the Marshall Public School District at the price and subject to the terms and conditions contained in this Offer, the following described property commonly known as 500 South 4 th Street Marshall, MN 56258, real property ("Property"):
Refer to the Deeds attached to the Request for Proposal, records of Lyon County, Minnesota.
The entire parcel described above contains 10.1 acres and the building on the Property is two story and consists of approximately 50,013 square feet. Possession shall be granted upon closing.
Closing shall be within sixty (60) days of acceptance of this Offer, unless otherwise agreed to by the parties. This sale is subject to approval by the School Board, and the School District reserves the right to reject all offers.
SUBMITTAL: To ensure proper identification and handling, submit your Offer in a sealed envelope. This Offer may be hand delivered or mailed, and must be delivered by the date and time due to:
Director of Business Services – Marshall Public Schools 401 S. Saratoga Marshall, MN 56258
Hand delivered/couriered bids should be directed to the District Office – 401 S. Saratoga St Marshall, MN 56258 where they will be date stamped and held until bid opening.
Timely delivery of the Offer is the sole responsibility of the Bidder. Late offers, as determined by the School District time/date stamp, will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date.
The successful Bidder will be determined by the Facility Committee based on criteria listed in the proposal. Bids must remain valid for 60 days from the bid opening date during which time the Seller may accept or reject any Offer.
OFFER TO PURCHASE
Total Purchase Price Offered: \$
Earnest Money Deposit: \$
Balance Due on Closing: \$
Agent Commissions and other closing costs attributable to the awarded bidder are the responsibility of the awarded bidder and are not included in the purchase price.
ATTACH CERTIFIED OR CASHIER'S CHECK AS EARNEST MONEY DEPOSIT (MINIMUM 10%)
Name of Bidder:
Address:
Telephone #:
Email Address:
Data

Please describe in detail the intended use of the facility and/or land, the staff and/or occupant loads and the impact on the neighborhood and general public. Include any and all information on how the building will be renovated, demolished, repurposed or added to. Include an architectural description and size if feasible. Explain how all city requirements will be met with the proposed use.
Please List Exceptions and Contingencies to the RFP (use additional sheets if necessary):
Signature of Bidder:
Print Name and Title:
Date:
Signature of Agent (if applicable)
Print Name and Title:
Date: