

DEPARTMENT OF THE ARMY
INVITATION FOR BIDS, BID AND ACCEPTANCE SALE OF SURPLUS REAL PROPERTY

For use of this form, see ER 405-1-12; the proponent agency is CERE-M.

INVITATION NUMBER

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INVITATION FOR BIDS

Sealed bids will be received until (0001-2400 hours) _____ on (date, day and month) _____, (year), _____

at (place) _____ and then and there publicly opened, for purchase, subject to the terms and conditions and in accordance with the instructions to bidders hereinafter contained, of Government-owned real property described as follows (including any described related personal property and appurtenances, and subject to any stated exceptions, reservations and restrictions);

The terms and conditions of the sale and instructions to bidders are as follows:

1. All bids submitted shall be deemed to have been made with full knowledge of all the above terms, conditions, and requirements herein contained.

2. The property offered for sale is now subject to inspection by prospective bidders. The District Engineer, _____ will, upon request, arrange for inspection of the property, and will furnish such further information as may be necessary with respect to the terms, conditions and instructions herein contained. Any title evidence, including abstracts, and continuations thereof, title certificates, or policies of title insurance which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, permit examination and inspection of such deeds, abstracts, tax receipts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title to the property involved, as it may have available. The failure of any bidder to inspect, or to be fully informed regarding the title to or the condition of all or any portion of the property, or negligence or mistake on the part of the bidder in preparing the bid, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after and prior to award opening. The foregoing description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in such description shall not constitute any ground or reason for non-performance of the contract or claim by the successful bidder for any allowance, refund, or deduction from the amounts offered. The property is offered for sale "as is" and "where is." The Government does not make any guaranty or warranty, express or implied, with respect to the property as to title, quantity, quality, character or condition, size or kind; or that the property is in condition or fit to be used for the purpose for which intended.

3. The sale will be on an all-cash basis. Each bid must be accompanied by a certified check, cashier's check or postal money order, payable to the order of the "treasurer of the United States" (1) for the full amount bid if such amount is \$250.00 or less, or (2) for 25% of the amount bid, or \$250.00, whichever is greater, if the amount bid is more than \$250.00. All bids will remain open for acceptance or rejection for a period of _____ days from the date of opening bids

The deposit of the successful bidder will be retained by the Government to apply against payment of the purchase price and deposits of unsuccessful bidders will be returned, without interest, as promptly as possible after rejection, provided, however, that in the event of default by any bidder hereunder, that bidder's deposit may be applied by the Government to any loss, cost and expense occasioned to the Government thereby, including any loss, cost and expense incurred in selling the property and including any difference between the amount specified in the bid and the amount for which the Government may sell the property, if the latter amount be less than the former. The bidder is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the bidder's deposit.

4. The balance of the purchase price will be paid by the successful bidder within _____ days after notice has been given by the Government of its readiness to deliver a deed. The United States will thereafter deliver to the successful bidder a quitclaim deed (and bill of sale, if needed to cover any related personal property) conveying all right, title, and interest of the United States in and to the property, without warranty, express or implied. The successful bidder will pay any required documentary revenue stamp tax. Title and the right of possession will remain in the United States until the deed has been delivered. The formal instruments of conveyance shall within a reasonable time after delivery be placed of record in the manner prescribed by local recording statutes, all at the sole cost and expense of the successful bidder. The successful bidder will assume possession of and responsibility for the property upon delivery of the deed.

5. Sealed bids must be executed and submitted in quadruplicate on the bid form accompanying this Invitation for Bids, Bid and Acceptance or on exact copies thereof. Additional copies of the bid form may be obtained from the District Engineer.

6. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by four authenticated copies of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the CERTIFICATE OF CORPORATE BIDDER must be executed. If the bid is signed by the secretary of the corporation, the CERTIFICATE must be executed by some other officer of the corporation under the corporate seal. In lieu of the CERTIFICATE OF CORPORATE BIDDER, there may be attached to the bid copies so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The invitation number and bid-opening time and date must be plainly marked on the left side of envelopes in which bids are submitted, for example:

BIDDER'S RETURN ADDRESS

TO:

REAL ESTATE DIVISION

SEALED BID
TO BE OPENED:

TIME (0001-2400 hours) DATE (YYYYMMDD)

INVITATION NUMBER

8. It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in the invitation. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no bid or modifications of a bid or withdrawals of a bid received thereafter will be considered, except that those received before award is made but delayed in the mails by occurrences beyond control of the bidder may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will attach for the premature opening of a bid not properly addressed and identified. All modifications of a bid or withdrawals of a bid must be in writing. Telegraphic bids will not be considered, but modifications or withdrawals by telegraph of bids already submitted will be considered if received prior to the time set for opening bids.

9. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative, provided, however, that any information submitted in support thereof, the disclosure of which might tend to subject the person submitting it to a competitive business disadvantage, will upon request be held in strict confidence by the United States.

10. The right is reserved, as the interest of the Government may require, to reject any or all bids, to waive any defect or informality in bids received, and to accept or reject any bid or portion thereof.

11. Notice of acceptance or rejection of bids and notice that the Government is ready to deliver a deed and/or Bill of Sale shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid.

12. Except as otherwise provided in this Invitation for Bids, any dispute concerning a question of fact arising under this Invitation for Bids which is not disposed of by agreement shall be decided by the District Engineer, who shall reduce his decision to writing, and mail or otherwise furnish a copy thereof to the bidder. The decision of the District Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the bidder mails or otherwise furnishes to the District Engineer a written appeal addressed to the Secretary of the Army. The decision of the Secretary, or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of appeal. Pending final decision of a dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the District Engineer's decision. This condition does not preclude consideration of questions of law provided that nothing in this condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. This Invitation for Bids, including all the instructions, and conditions set forth herein, and the Bid, when accepted by the Government, shall constitute the contract of sale between the successful bidder and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be a part of such contract. Neither this contract, nor any interest therein, shall be transferred or assigned by the successful bidder.

14. No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. The successful bidder warrants that he has not employed any person or agency to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or at its option to recover from the successful bidder the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the successful bidder upon a contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

CERTIFICATE OF CORPORATE BIDDER

INVITATION NUMBER _____

I, _____
certify that I am the _____ Secretary of the corporation
named as bidder herein; that _____, who signed this bid
on behalf of the bidder, was then _____
of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate
powers.

SEAL

DATE (YYYYMMDD)

SIGNATURE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid is hereby accepted by and on behalf of the United States this _____ day of _____, 20 _____.

NAME

TITLE

ACCEPTANCE BY THE GOVERNMENT SIGNATURE