

DEPARTMENT OF THE ARMY
INVITATION FOR BIDS, BID AND ACCEPTANCE
For use of this form, see ER 405-1-12; the proponent agency is CERE-M.

INVITATION NUMBER

DEPARTMENT OF THE ARMY

(Name and address of issuing office)

INVITATION FOR BIDS, BID AND ACCEPTANCE
SALE OF REMOVAL OF BUILDINGS (or other Real Estate Improvements).

LOCATED AT: _____

INVITATION FOR BIDS

Sealed bids will be received until (time of day) _____ on (day and month) _____, (year) _____, at (place)

_____ and then and there publicly opened, for the purchase and removal from the site, subject to the terms

and conditions and in accordance with the instructions to bidders hereinafter contained, of that Government owned property described on the accompanying bid form. This invitation does not include personal property, except fixtures firmly attached, unless specifically listed or identified herein.

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 of the terms, conditions, and requirements herein contained.
2. (Note: To be modified at discretion of the District Engineer, as provided by applicable regulations.) Bids may be submitted for one or any number of items but a separate amount must be bid for each item for which a bid is submitted. Lump sum bids covering several or all items will not be considered. The Government may accept or reject any item or items of any bid, unless such bid is qualified by specific limitation.
3. All bids will remain open for acceptance or rejection for a period of _____ calendar days from the date of opening bids.
4. The property for sale is located at _____

and 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. The failure of any bidder to inspect, or to be fully informed regarding the condition and location of all or any portion of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening. The description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in the description (including locations, when specified) shall not constitute any ground or reason for nonperformance 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 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.

5. The sale will be on an all-cash basis. Each bid must be accompanied by a certified check, cashier's check, travelers 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 \$100 or less; or (2) for \$100 or 20 percent of the amount bid whichever is greater if the bid is more than \$100. All bids will remain open for acceptance or rejection by the Government for a period of _____ days after the date set for opening of bids by this invitation. The deposit of the successful bidder will be retained by the Government and applied as part payment of the purchase price. The balance of the purchase price must be paid within _____ calendar days after notice of acceptance of the bid has been given by the Government. Title to the property will remain in the United States until the full purchase price has been paid. The successful bidder will not remove any property until payment in full is made and a fully executed copy of the contract of sale is received from the said District Engineer, with authorization to proceed with removal. (Note: Requirement for bid deposit may be waived for state and local governments as provided in FPMR Section 101-45.302-11.)

6. Upon receipt of authority to proceed with removal of the purchased property, the successful bidder will assume all responsibility for the care and protection of the property and will expeditiously remove the property from the site and restore the site in a manner and to a condition satisfactory to the

_____ in accordance with the following specifications:

(Note: Insert specifications covering the extent and method for accomplishment of work to be performed in connection with each item. The specifications should indicate whether or not removal of foundations, piers, curbs, slabs, floods, etc., is required and if so to what extent, and should include instructions regarding the cutting off of utilities, the capping of utility lines, the disposal of debris resulting from salvage operations, and any other data necessary to assure a proper understanding between the contracting parties as to the work to be performed under the contract.)

The successful bidder will bear all expense involved in accomplishment of the work required here under.

7. The successful bidder will complete all removal and restoration work required hereunder within _____ calendar days from the date of notice that removal of the property is authorized. The successful bidder will prosecute the work, or any separate portion thereof, with such diligence as will insure its completion within the time specified. Work may be performed between the hours of _____ to _____ daily, _____ excluded. When more than one item is sold hereunder, the time specified herein for completion of removal and restoration will run concurrently as to each item and not consecutively. No extensions of the time herein specified for completion of removal and restoration work will be granted unless, in the opinion of the said District Engineers unusual and unforeseeable circumstances justify such extensions, and agreement is reached on an adequate consideration for the extension.

(Note: Adequate additional consideration will be obtained for extensions unless the District Engineer determines a charge is inequitable as due to catastrophic circumstances or in some degree to Government action; or a charge would not be feasible because of likelihood of a default or other result not in the best interests of the Government. Where time is of the essence, in order to conform to construction schedules, or for other reasons, a statement to such effect should be made in this paragraph, and a statement that no extensions will be allowed should be substituted for the last sentence of condition 7 above.)

8. **(Note: To be used at the discretion of the District Engineer.)** In addition to the payments required under paragraph 5 above, each successful bidder will, within _____ calendar days after notice of acceptance of his bid by the Governments deliver to the said District Engineer a certified check, cashier's check or postal money order, payable to the order of the "Treasurer of the United States," in an amount equal to the total of the performance deposits specified below for all items on which he is the successful bidder, in order to insure faithful performance under this contract. The amount of the performance deposit required for each item is as follows:

a. ITEM NUMBER	b. ITEM	c. PERFORMANCE DEPOSIT

(Note: Insert for each item the amount of performance deposit required. The amount specified for each item should be sufficient to protect the interest of the Government in the event of failure of the purchaser to perform all the work required under the contract incident to removal of the listed item within the time limit prescribed. The performance deposit listing may, if more convenient, be shown on the attached bid form, with appropriate reference in this paragraph to the listing there.)

In lieu of the deposit of a certified check, cashier's check, or postal money orders the purchaser may furnish a performance bond with surety approved by, and in a form acceptable, to the said District Engineer, the penal sum of such bond to be the same as the total of performance deposits provided for above. Standard Form 25, available at all surety and guaranteeing offices, may be used for this purpose.

9. In the event of any default by any bidder hereunder, all claim to and any title held in the property for sale, or any portion of it remaining, will be forfeited and all payments made by the defaulting bidder *(including bid or performance deposits or bonds)* will be applied by the Government to any loss, cost and expense occasioned to the Government by the default *(including any loss, cost and expense in selling or otherwise disposing of such property in such manner, whether economic or not, as time limitations may allow)*. The defaulting 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 aforesaid payments. If the obligations of the successful bidder under this contract are discharged to the complete satisfaction of the said District Engineer, any performance deposit required hereunder will be promptly returned without interest. In the absence of default, the deposits of unsuccessful bidders will be returned without interest as promptly as possible after rejection of the bids.

10. The successful bidder will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of, the operations of the successful bidder under this contract and the successful bidder agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

(Note: The District Engineer may, at his discretion, add here a requirement that the successful bidder carry liability insurance.)

11. **(Note: To be used at the discretion of the District Engineer.)** The successful bidder will not resell the property, or any portion thereof, or advertise the property, or any portion thereof, for resale until the property, or any portion thereof proposed for resale, has been removed from the site in accordance with this contract.

12. 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 said District Engineer.

13. 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 of 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.

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

BIDDER'S RETURN ADDRESS

TO: DISTRICT ENGINEER,

ATTENTION: REAL ESTATE DIVISION

SEALED BID
TO BE OPENED:

TIME (0001-2400 hours) DATE (YYYYMMDD)

INVITATION NUMBER

15. 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.

16. 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.

17. The right is reserved, as the interest of the Government may require, to withdraw any and all items from the sale; to reject any or all bids; and to waive any defect or informality in bids received.

18. Notice of acceptance or rejection of bids, notice of authority to proceed with removal of the purchased property, and any other notices hereunder 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.

19. Any property of the United States damaged or destroyed by a bidder will be promptly repaired or replaced by the bidder to the satisfaction of the said District Engineer or, in lieu of such repair or replacement, the bidder will, if so required by the said District Engineer, pay to the United States an amount determined by the said District Engineer to be sufficient to compensate for the loss sustained by the United States.

20. 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 his 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 in connection with those decisions; 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.

21. This invitation for bids, including all the instructions, terms, 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.

22. 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.

23. 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.

SPECIAL INSTRUCTION TO BIDDERS. ATTENTION IS INVITED TO THE FACT THAT THE INTERSTATE COMMERCE ACT MAKES IT UNLAWFUL FOR ANYONE OTHER THAN THOSE DULY LICENSED UNDER THE ACT TO TRANSPORT THIS PROPERTY IN INTERSTATE COMMERCE FOR HIRE. ANYONE AIDING OR ABETTING IN SUCH VIOLATION IS A PRINCIPAL IN COMMITTING THE OFFENSE (49 U.S.C. 301-327 and 18 U.S.C. 2).

DATE (YYYYMMDD) _____

INVITATION NUMBER _____

BID

PLACE

TO: (Name and Address of Issuing Office)

The undersigned _____
a corporation existing under the laws of the State of _____
a partnership consisting of _____
an individual trading as _____
of (Address and Telephone Number) _____

hereby offers to purchase from the United States of America, subject to the terms and conditions and in accordance with the instructions to bidders contained in Invitation for Bids Number _____, attached hereto and made a part hereof, any or all of the items described below for which bid prices are indicated, in consideration of the price indicated for each such item.

a. ITEM NUMBER	b. DESCRIPTION AND LOCATION	c. PRICE BID (to be furnished by bidder)

(Note: All property not to be included in the sale should, whenever possible, be separated from the property to be sold and, before the sale, removed from the site. If this is not possible, specify in the listing of items what is not included in the sale and expressly reserve, in the body of the invitation, a right in the Government to remove such property.)

Inclosed is a certified check, cashier's check, or postal money order, Payable to the order of the Treasurer of the United States, in the amount of

\$ _____.

BY NAME (Last, First MI)

BY SIGNATURE

BUSINESS ADDRESS

CERTIFICATE OF CORPORATE BIDDER

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 the governing body and is within the scope of its corporate powers.

AFFIX
SEAL

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States this _____ day of _____, 20____, as to
Items numbered _____

(Name Last, First MI)

(Title)