

FSA-2592
(Proposal 4)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position **X**

**INVITATION, BID AND ACCEPTANCE
SALE OF REAL PROPERTY BY THE UNITED STATES**

See Page 4 for Privacy Act and Public Burden Statements.

PART A - INVITATION FOR BIDS

1. Sealed bids and the highest acceptable bid at public sale are accepted for property with Advice Number (a) _____, located at or near (b) _____

_____ consisting of (c) _____

and more particularly described in the attached **Exhibit A** and made part of this bid. The bids subject to all conditions and instructions stated in Part D. Received sealed bids will be publicly opened as follows:

(d) Room Number	(e) Street Address		
(f) City	(g) State	(h) Until <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Local time	(i) Date

Envelopes containing sealed bids with bid deposit in the amount of ten percent (10%) of the bid shall have the hour and date of bid opening indicated thereon, and must be received by the bid receiving office at the above address prior to the time specified above of the opening. Bids not submitted in accordance with these instructions will not be considered.

2. **THE HEREIN DESCRIBED PROPERTY** is (a) is not (b) subject to taxation while owned by the Agency in accordance with Part D is (c) is not (d) subject to deed restrictions [**concerning the decent, safe, sanitary and thermal condition in accordance with Section IV A, 17, page 4 of form,**] Question for OGC is this information in brackets needed? is (e) is not (f) subject to deed restrictions concerning nondiscrimination, conversion of use, redemption, flood, mudslide hazard, wetland or coastal barrier areas or historic preservation conditions, and is available for bid in accordance with Payment Plan A only (g) either Payment Plan A or Payment Plan B, (h) as stipulated in Part B.

3. Special stipulations or deed restrictions are attached hereto as Exhibit B, and made a part hereof by reference.

4A. Name	4B. Title
4C. Signature	4D. Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PART B - BID

1. Name and Address	2. Amount of Bid Deposit \$
	3. Date

4. The undersigned bidder offers to purchase from the United States of America, U.S. Department of Agriculture, Farm Service Agency (Agency), the property **described on Exhibit A attached hereto**, for the sum of (a) _____ dollars (b) (\$ _____), based on the payment plan indicated below and with full knowledge of and subject to the deed restrictions, if any, set out in Part D and in accordance with all conditions enumerated in Part D provided that this proposal is accepted by the Agency within thirty (30) days after the date specified in the invitation for the opening of bids, by notice of such acceptance mailed or otherwise delivered to the undersigned bidder.

The bidder will select and sign only one of the following Payment Plans.

5. **Payment Plan A:** Cash payment in full upon receipt of quit claim deed.

6. Signature

7. **Payment Plan B:** A downpayment in the amount of (a) _____ (%) of the amount of the bid in cash will be paid at closing of this sale with the balance payable in no more than (b) _____ equal monthly or (c) _____ annual amortized installments, unless Purchaser elects a shorter term, with interest on the unpaid balance calculated at the interest rate in effect at the time the sale is approved. **[which rate is currently _____ percent (_____ %) per annum (and with any balance of the loan to be paid in full not later than the anniversary of the loan.)]**

The bid deposit of the successful bidder will be applied first to the bidder's closing costs with any balance applied to the down-payment. The bidder will furnish financial information upon request of the Agency.

8. Bidder Signature

PART C - ACCEPTANCE BY THE GOVERNMENT

1. This bid is accepted on the basis of Payment Plan (a) _____ for the total principal sum of (b) _____ dollars (\$ _____), subject to the conditions and instructions in Part D and to the approval of credit if Payment Plan B is elected.

2A. Name	2B. Title
2C. Signature	2D. Date

PART D - CONDITIONS AND INSTRUCTIONS**A. GENERAL-APPLICABLE TO ALL BIDS:**

1. **Bid Deposit.** All bids must be accompanied by certified check, cashier's check, postal money order, bank money order, or bank draft, payable to the Farm Service Agency, for at least 10 percent (10%) of the total bid. Deposits of unsuccessful bidders will be returned or refunded. The Agency may retain any or all deposits until a final acceptance is made.
2. **Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the Agency prior to the time fixed for opening the bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time fixed for opening in the case of sealed bids or after the time of submission in the case of bids in writing in conjunction with the highest acceptable bid at a public sale.
3. **Deed to Property.** Within thirty (30) days after acceptance of the bid, the Agency shall prepare for the successful bidder a **quitclaim** deed to the property, and if payment is under Payment Plan B, will also provide the note and security instruments required. The bidder shall deliver the executed instruments to the Agency at the time of delivery of the **quitclaim** deed to the purchaser.
4. **Encumbrances or Defects.** If the Purchaser, before receiving a deed and within thirty (30) days after the Agency's acceptance of the bid, submits proof of any encumbrances or title defects, the Agency may take any necessary remedial action. If the Agency does not elect to exercise the right, the Purchaser may, if such encumbrance or title defect affects the marketability of the title, rescind the purchase obligation and recover all amounts paid by the Purchaser to the Agency on account of the purchase price. However, neither the Purchaser nor parties claiming under Purchaser shall be entitled, under any circumstances, to recover from the Agency any damages, interest, or costs on account of any encumbrances or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated **on Exhibit A**, is submitted by the Purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the Purchaser and any parties claiming under the Purchaser shall be forever barred from asserting them against the Agency.
5. **Abstracts or Title Evidence.** The Agency is not obligated to furnish any abstracts or other title evidence but will permit bidders to inspect its title papers at a place selected by, and at no expense to, the Agency.
6. **Accepting the Property.** The Purchaser agrees to accept the property as is, in its present condition. No warranty is given on the property or the title thereto.
7. **Loss or Damage to Property.** If, through no fault of either party, the property is destroyed or damaged as a result of fire, vandalism or an act of God between the time of acceptance of bid and the time the title of the property is conveyed by the Agency, the Agency will reappraise the property. When the property is reappraised, the reappraised value of the property will serve as the amount the Agency will accept from the bidder. **However, if the actual loss as determined is less than \$500, payment of the full purchase price is required.** In the event the parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate this contract of sale, and the bid deposit shall be returned to bidder.
8. **Possession Rights.** The Purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property.
9. **Payment of Taxes.** If the property while in Agency inventory is subject to taxation, the taxes will be prorated between the Agency and the Purchaser as of the date title is conveyed. If the property is not subject to taxation while in Agency inventory, the Purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Agency.
10. **Mineral Rights.** The Agency will convey to the Purchaser all mineral rights to which it has title.
11. **Acceptance or Rejection of Bids.** The Agency may accept any bid or reject any or all bids and may waive any defects therein.
12. **Liquidated Damages.** If the Purchaser fails to comply with any of the terms or conditions of this contract, the Agency, by mailing notice in writing, may terminate the contract for sale. The earnest money deposit shall be retained by the Agency as full liquidated damages except where offer to purchase was contingent on credit being received from the Agency, and a determination of non-approval of credit has been made by the Agency.
13. **Representations Regarding Property.** Representations or statements regarding the property made by any representative of the Agency shall not be binding on the Agency or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The Purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.

PART D - CONDITIONS AND INSTRUCTIONS, *Continued*

14. **Member of Congress.** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract of which these conditions form a part, or to any benefit that may arise from this contract.
15. **Subject to Government regulations.** All bids and resulting contracts shall be subject to the regulations of the Agency, now or hereafter in effect.
16. **Documentary Stamps.** The Purchaser will be required to purchase and place upon the deed the necessary documentary stamps.
17. **Deed Restrictions (If Applicable).** This property contains a dwelling unit or units which the Agency has deemed to be inadequate for residential occupancy. **The quitclaim deed by which this property will be conveyed to the Purchaser will contain a covenant binding the Purchasers and the property which will restrict the residential unit on the property from being used for residential occupancy. [Until such time as the dwelling unit(s) is structurally sound and habitable, has a potable water supply, has functionally adequate, safe, and operable heating, plumbing, electrical and sewage disposal systems, and meets the Thermal Performance Standards as outlined in Exhibit D, 7 CFR Part 1924, Subpart A. This restriction is required by Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. § 148(e).]** Question for OGC: Is text in brackets needed? FLP's inventory property will no longer follow 7 CFR Part 1924 for thermal performance standards.
18. **Chattel Property.** Where this form is utilized for invitation, bid and acceptance of real and chattel property or chattel property the term "real property" as used herein shall mean real and chattel property or chattel property respectively. Chattel property shall be conveyed by bill of sale.

B. APPLICABLE TO PAYMENT PLAN B:

1. **Security Instruments.** All deeds and mortgages or other security instruments incident to the sale shall be on Agency forms and upon closing shall immediately be filed for record by the Agency at the expense of the Purchaser.
2. **Insurance.** To protect the Agency's security in any buildings and appurtenances, the Purchaser shall carry insurance against loss as required by the Agency. The insurance shall be in an amount and form satisfactory to the Agency. **The Agency will be listed as mortgagee on the policy. The original policy with evidence of premium payment shall be delivered to the Agency at the time of delivery of the quitclaim deed to the Purchaser.**
3. **Prepayment.** The Purchaser may pay at any time all or part of the unpaid balance of the purchase price with no prepayment penalty.
4. **Credit Contingency.** The Agency's obligations to convey the property to the Purchaser is contingent upon its approval of the Purchaser's creditworthiness for the amount to be borrowed. The Purchaser agrees to furnish financial information requested by the Agency within 30 days of the request.

NOTE: *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act, to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-XXXX. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***