

FSA-2592
(XX-XX-26)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

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

INSTRUCTIONS: Return this completed form to your county FSA office.

PART A – INVITATION FOR BIDS

1. Sealed bids and the highest acceptable bid at public sale are invited 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 invitation for bid. The bids are subject
to all conditions and instructions stated in Part D. Sealed bids will be publicly opened as follows:

(d) Room Number	(e) Street Address		
(f) City	(g) State	(h) Until ☐ a.m. ☐ 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 of the opening specified above. Bids not submitted in accordance with these instructions will not be considered.

2. **THE HEREIN DESCRIBED PROPERTY** (a) is ☐ (b) is not ☐ subject to taxation while owned by the Agency
in accordance with Part D, (c) is ☐ is not (d) ☐ 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 (e) ☐ either Payment Plan A or
Payment Plan B, (f) ☐ 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

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 (Government), 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 and all conditions enumerated in Part D provided that this proposal is accepted by the Government within thirty (30) days after the date specified in the invitation for bids, by notice of such acceptance 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. Bidder 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.

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

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 _____ 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 (Continued on Page 3)**A. GENERAL-APPLICABLE TO ALL BIDS:**

- 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 Government may retain any or all deposits until a final acceptance is made. The deposit of the successful bidder will be retained for any earnest money deposit subject to paragraph 12 of this part.
- Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the Government 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.

PART D – CONDITIONS AND INSTRUCTIONS *(Continued on Page 4)*

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 Government 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 Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government 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 Government 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 Government 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 Government.
5. **Abstracts or Title Evidence.** The Government 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 Government.
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 Government, the Government will reappraise the property. When the property is reappraised, the reappraised value of the property will serve as the amount the Government 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 or or presently occupying the property or claiming a right to occupy the property.
9. **Payment of Taxes.** If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the Purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government 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 Government.
10. **Mineral Rights.** The Government will convey to the Purchaser all mineral rights to which it has title.
11. **Acceptance or Rejection of Bids.** The Government 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 Government, by mailing notice in writing, may terminate the contract for sale. The **earnest money deposit** shall be retained by the Government as full liquidated damages except where offer to purchase was contingent on credit being received from the Government, and a determination of non-approval of credit has been made by the Government.

PART D – CONDITIONS AND INSTRUCTIONS

13. **Representations Regarding Property.** Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government 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.
14. **Subject to Government regulations.** All bids and resulting contracts shall be subject to the regulations of the Government, now or hereafter in effect.
15. **Documentary Stamps.** The Purchaser will be required to purchase and place upon the deed the necessary documentary stamps.
16. **Personal Property.** Where this form is utilized for invitation, bid and acceptance of real and personal property or personal property the term "real property" as used herein shall mean real and personal property or personal property respectively. Personal 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 Government forms and upon closing shall immediately be filed for record by the Government at the expense of the Purchaser.
2. **Credit Contingency.** The Government's obligations to convey the property to the Purchaser is contingent upon its approval its approval of the Purchaser's creditworthiness for the amount to be borrowed. The Purchaser agrees to furnish financial information and necessary loan application documents and closing procedures requested by the Government within 30 days of the request. Any loan made incident to the sale is subject to all applicable Government regulations and closing procedures.

Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees.

Public Burden Statement: According to the Paperwork Reduction Act requirement, 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 0560-0234. 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden by emailing to: askusda@usda.gov (OMB NO. 0560-0234).

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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