



CITY SURPLUS PROPERTY SEALED BID PACKET INSTRUCTIONS

**INCOMPLETE BID PACKETS MAY BE DISQUALIFIED
PLEASE READ BELOW INSTRUCTIONS CAREFULLY**

All of the items below must be completed and submitted in order for your bid form to be considered valid.

1. Complete and submit all of the following:
 - a. Fill-in all blanks, sign the bid form **and** initial and include the property address at the bottom of each page
 - b. Bids submitted on behalf of an organization, trust, or a business entity, must include the proper signatory authority documentation (i.e. Secretary of State information, Articles of Incorporation or Trust Documents) indicating the bidder's ability to sign on behalf of the entity or organization for this sealed bid purchase agreement.
 - c. Sign the Certification of No Debts Owed to the City Statement
 - d. Sign the No-Title Policy Statement (**Attachment A**)
 - e. Sign the No Conflict of Interest Statement (**Attachment B**)
 - f. **Proof of Certified Funds Letter including a point of contact from a qualified approved financial institution.**
***The City of Fort Worth recognizes your certified Fund Letter from your legal banking institution as an offer to purchase the advertised property.**
2. **Your Bid amount does not include any tax amounts that may be due. The winning bidder will pay any and all tax amounts due at closing.** You can contact the Tarrant County Tax Assessor-Collector located at 100 E. Weatherford St, Fort Worth, TX 76196 or call (817) 884-1100 to obtain tax amounts that may be due. Closing will be handled by Alamo Title Company.

- Only one bid packet may be submitted per Property
- Bid packets must be complete and free of ambiguity
- [PLEASE STAPLE THIS BID PACKET WITH PAGE 1 ON TOP \(not the instructions\), FOLLOWED BY ATTACHMENTS A and B, AND INCLUDE THE ADDRESS OF THE PROPERTY ON THE FRONT OF THE ENVELOPE.](#)
- All bids must be received at the Purchasing Department located on the Lower Level of the Municipal Building at 200 Texas Street, Fort Worth, Texas by no later than **FEBRUARY 16, 2023**. Faxed or e-mailed bids will **NOT** be accepted.
- Bidders are not required to be present at the bid opening.

Upon City Council approval, the successful bidder will be asked to contact our office to schedule an appointment to sign the contract and to contact Alamo Title to schedule the closing.

If you do not understand the bid form or instructions, please consult a Real Estate Attorney of your choice prior to submitting your bid form.

THE DEADLINE FOR TURNING IN THIS FORM IS FEBRUARY 16, 2023 BY 1:30 P.M.

THE CITY OF FORT WORTH SURPLUS
PROPERTY SEALED BID FORM
FEBRUARY 16, 2023 BID SALE
GENERAL CONDITIONS
(Revised Bid Form – Please Read Carefully)

Bidder's Name – Please print name(s) exactly how you would like it to appear on the deed:

Bidder's Address: _____

Bidder's City, State, Zip Code: _____

Bidder's E-mail address: _____

Bidder's Telephone Number: _____

I hereby make a bid to purchase the following property on the following terms and conditions:

1. Property Address ("Property") _____
2. Legal Description _____
3. Bid Amount \$ _____ **(The City reserves the right to reject Bid amounts for any reason.)**
(Bid amount in word form) _____

The land and any improvements described above shall herein be referred to as the "Property."

Be advised all real property transactions are subject to the approval of the Fort Worth City Council.

A separate sealed bid for each Property under consideration must be received on or before **February 16, 2023** by the Purchasing Department located on the Lower Level of the Municipal Building at 200 Texas Street, Fort Worth, Texas. All bids will be opened and publicly read aloud at **2:00 PM** on **February 16, 2023** in the City Council Chambers located on the Second Floor of the Municipal Building at 200 Texas Street, Fort Worth, Texas 76102. **Sealed bids on the listed properties will only be received by the Purchasing Department until 1:30 PM on the day of the sale. Late bids will not be accepted or opened. Bidders are not required to be present at the Bid Opening.**

I understand and agree that by submitting this offer for the Property, the "General Conditions for Sealed Bids" described below, are part of this bid and that the "General Conditions for Sealed Bids" shall survive the closing of this transaction, if approved, and delivery of any deed or other instrument in connection with the sale of the Property.

The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two or more bids on the same Property, the City will automatically reject the lower bid(s).

I understand and acknowledge that by submitting this bid I am making an offer to purchase the Property listed below and that if my offer is accepted by the City of Fort Worth, **I hereby agree to abide by all of the terms of this Agreement.**

Bidder's Initial _____

Property Address _____

I understand that the Property is purchased “**as is, where is, with all faults.**” I understand that it is my responsibility to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders. Code enforcement inquiries can be made directly to the Code Compliance Department. I understand that the City of Fort Worth is not responsible for the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. To the maximum extent allowed by law, the sale is made on an “**as is, where is, with all faults**” basis and is subject to all easements, restrictions, reservations, rights-of-way, dedications, and other encumbrances, whether of record or not. All taxes from previous years and current year shall be due at the closing. I understand that the City of Fort Worth is not responsible for any misrepresentations, failures of disclosure, errors, or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this sale.

The successful bidder will be notified by mail to pay the full purchase price for the Property within seven (7) business days from the date of the request for payment letter. **The request for payment will be sent after Council approval of the sale which typically occurs approximately two months after the bid opening date.**

I hereby represent by submitting this proposal that I am financially capable and have ready access to sufficient funds to pay the balance of the purchase price.

THE CITY OF FORT WORTH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

I understand the City of Fort Worth will not provide a title policy for the Property. Attached are my executed “NO TITLE POLICY STATEMENT” and my executed “NO CONFLICT OF INTEREST STATEMENT” as required by the City of Fort Worth.

I represent and certify to the City of Fort Worth that there are no outstanding City of Fort Worth judgments against any property that I own or and that I am not delinquent on the payment of any taxes or non-tax liens on any property that I own in the City of Fort Worth.

The conveyance of the Property will be by a [Deed Without Warranty](#) from the City of Fort Worth, and will be subject to all easements, restrictions, reservations, rights-of-way, dedications, and other encumbrances, whether of record or not. All ground water, water rights, mineral rights or rights to surface water shall be reserved to the City of Fort Worth.

The City of Fort Worth may reserve any interests required by the City of Fort Worth, including, but not limited to, those for the purpose of water lines, sanitary sewer lines, drainage, aviation, construction, or rights-of-way at no cost to the City.

The following “**AS IS**” paragraphs will be included in the Deed Without Warranty.

EXCEPT AS EXPRESSLY STATED IN THIS DEED, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR

Bidder's Initial _____

Property Address _____

BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON- ASSERTIONS BY THE SELLER WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING SOLELY UPON ITS EXAMINATION OF THE PROPERTY. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. PURCHASER ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY HIS ACCEPTANCE HEREOF.

I am solely responsible for complying with the requirements stated in the below paragraphs to bring the Property into compliance with all applicable laws including Federal and State Statutes and Regulations as well as the City Charter and Ordinances.

BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE ANY RIGHTS I MAY HAVE EITHER NOW OR IN THE FUTURE TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF FORT WORTH FOR FAILURE OF THE CITY TO FULLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE THE CITY OF FORT WORTH. UPON MY DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF FORT WORTH SHALL HAVE NO FURTHER OBLIGATION TO MYSELF, MY HEIRS, MY ESTATE, OR MY GUARDIAN. ON BEHALF OF MYSELF, MY HEIRS, MY ESTATE, AND MY GUARDIAN I HEREBY WAIVE ANY RIGHTS I MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.

Bidder's Initial _____

City Surplus Property Sealed Bid Purchase Agreement

Property Address _____

I have read and understand the terms of this agreement. I hereby approve and accept all of the conditions contained in this agreement.

Bidder #1 or Bidder's Authorized Representative's Signature

Bidder's Printed Name

Bidder's Address

City State Zip

Phone Number

Email Address

Bidder #2 or Bidder's Authorized Representative's Signature

Bidder's Printed Name

Bidder's Address

City State Zip

Phone Number

Email Address

NO OUTSTANDING JUDGMENTS OR TAXES OWED

Bidder #1

I certify that I, the bidder, _____, have no outstanding judgments and do not owe any taxes to the City of Fort Worth.

Bidder's or Bidder's Authorized Representative's Signature

Date

Bidder #2

I certify that I, the bidder, _____, have no outstanding judgments and do not owe any taxes to the City of Fort Worth.

Bidder's or Bidder's Authorized Representative's Signature

Date

Bidder's Initial _____

Property Address _____



(Attachment A)

No Title Policy Statement

_____ would like to purchase the property located at _____ and, as part of the offer to purchase, acknowledge the following:

THE CITY OF FORT WORTH WILL CONVEY THE PROPERTY THROUGH THE USE OF A DEED WITHOUT WARRANTY AND DOES NOT WARRANTY TITLE TO THE PROPERTY. BE ADVISED THE CITY OF FORT WORTH WILL NOT PROVIDE A TITLE POLICY OR TITLE INSURANCE ON THE SALE. IF YOU NEED A TITLE COMPANY TO ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR PREFERRED TITLE COMPANY TO DETERMINE IFA TITLE POLICY CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

BIDDER WILL HOLD HARMLESS AND INDEMNIFY THE CITY OF FORT WORTH FROM ANY DEFECTS IN TITLE OF THE ABOVE REFERENCED PROPERTY.

Signature

Signature

Printed Name

Printed Name

Date

Date



(Attachment B)

NO CONFLICT OF INTEREST STATEMENT

I/We _____ certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Fort Worth officer, employee or City Council appointed member of any board or commission.
2. The submission of the bid proposal and sale of this Property would not violate the standards of conduct contained in the City of Fort Worth's Code of Ethics as provided in Chapter 2, Section 238 of the Fort Worth City Code, which states as follows:

§ 2-238 STANDARDS OF CONDUCT.

(a) No officer, employee or advisory board member shall knowingly:

(1) Accept or solicit, or knowingly allow his or her spouse or domestic partner to accept or solicit, any benefit from any person, group or business entity that might reasonably tend to influence the officer, employee or advisory board member in the discharge of his or her official duties;

(2) Grant in the discharge of his or her official duties any improper benefit to any person, group or business entity;

(3) Accept or solicit, or knowingly allow his or her spouse or domestic partner to accept or solicit, any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence the officer, employee or advisory board member in the discharge of his or her official duties, from any person, group or business entity:

a. That is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the officer, employee or advisory board member serves; or

b. That has a financial interest in any proposed ordinance or decision upon which the officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any officer, employee or advisory board member, and any spouse or domestic partner thereof, may accept travel and related expenses and attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.

(4) a. Disclose any confidential information gained by reason of the position of the officer, employee or advisory board member concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer, employee or advisory board member, or others.

b. This subsection (a)(4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this article.

(5) Use one's position or office of employment, or city facilities, personnel, equipment or supplies for the private gain of the officer, employee or advisory board member, or for the private gain of his or her spouse or domestic partner.

(6) Engage or knowingly allow his or her spouse or domestic partner to engage in any exchange, purchase or sale of property, goods or services with the city, except:

a. Rendering services to the city as an officer, employee or advisory board member;

b. The paying of taxes, fines, utility service or filing fees;

c. Subject to restrictions contained in the City Charter, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers or employees in the interpretation or enforcement of such ordinance, rule or regulation any such discretion shall be exercised in favor of the city in connection with any such community facilities contract or plat; and

d. Members of advisory boards who are not otherwise officers or employees of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage.

(b) No salaried officer or employee shall knowingly represent, directly or indirectly, any person, group or business entity:

(1) Before the city council or any department agency, board or commission of the city;

(2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or

(3) In any action or proceeding in the municipal courts of the city which was instituted by an officer or employee in the course of official duties, or a criminal proceeding in which any officer or employee is a material witness for the prosecution.

(c) No member of a city board or commission, other than a task force, shall knowingly represent, directly or indirectly, any person, group or business entity:

(1) Before the board or commission of which he or she is a member;

(2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member;

(3) Before the city council in a matter over which the board or commission of which he or she is a member has authority or an advisory function, direct or indirect, present or prospective, provided that a member of an advisory board who has been elected or appointed to serve as chair or acting chair may present a recommendation to the city council on a matter over which the advisory board has authority if a majority of the members of the advisory board have voted in favor of such recommendation;

(4) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or

(5) In any action or proceeding in the municipal courts of the city which was instituted by an officer or employee in the course of official duties, or a criminal proceeding in which any officer or employee is a material witness for the prosecution.

(d) No member of a task force shall knowingly represent, directly or indirectly, any person, group or business entity:

(1) Before a board or commission which has appellate jurisdiction over the task force of which he or she is a member; or

(2) Before the city council in a matter over which the task force of which he or she is a member has an advisory function, provided that a member of task force who has been elected or appointed to serve as chair or acting chair may present a recommendation to the city council on a matter over which the task force has authority if a majority of the members of the task force have voted in favor of such recommendation.

(e) The restrictions in this section do not prohibit the following:

(1) An employee or member of a city board or commission (other than city council), or his or her spouse or domestic partner, appearing before the city council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property: provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member;

(2) An employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters;

(3) Otherwise eligible employees or their spouses or domestic partners from participating in federal or state-funded programs administered through the City of Fort Worth where the benefits of such programs are available to members of the general public and where the employee has no administrative, evaluative or decision-making authority concerning the program in which he or she wishes to participate;

(4) A partner, associate or relative of a member of the city council, or of a salaried officer or employee, from representing a person, group or business entity in an action or proceeding in the municipal courts of the city which was instituted by an officer or employee in the course of official duties, or in a criminal proceeding in which an officer or employee is a material witness for the prosecution; or

(5) A member of a task force from participating in or voting on any matter before the task force to which the member has been appointed, notwithstanding any other provision of this section.

(Ord. 20548-12-2012, § 1, passed 12-18-2012, eff. 12-22-2012)

Signature

Signature

Printed Name

Printed Name

Date

Date