

## **INSTRUCTIONS TO BIDDERS - SALE OF BUILDING**

### **SUBMITTAL OF BIDS:**

#### **Completed and sealed bid forms should be sent to:**

State of Louisiana  
Department of Transportation and Development  
1201 Capitol Access Road  
Real Estate Section 23  
Baton Rouge, Louisiana 70802  
Attn: (Month, Year) Bid Letting

Bidders have the option of bidding on any or all items. Bidders electing to bid on more than one item shall make a separate cash offer for each item on which he/she elects to bid. Bids must be submitted on the form provided herein. The proposal must be signed in ink. The bid proposal, cash offer equaling the bid, and the performance guarantee shall be submitted in a sealed envelope and addressed exactly as captioned above.

**PERFORMANCE GUARANTY:** The performance guaranty for each item bid must be enclosed with the bid. The performance guaranty shall be either a performance bond, certified check, official check, cashier's check, postal money order or bank money order. If the performance guaranty is a bond, it shall be similar to the bond form elsewhere herein and shall be guaranteed by a surety company authorized to do business in Louisiana.

All performance guarantees, except those of the successful bidder, will be returned to bidders within ten (10) business days after opening of bids. Deposits of the successful bidders will be applied by the Department toward discharge of the obligation of the successful bidders under the terms of this proposal. All costs for furnishing performance guaranties shall be borne by the bidder.

If the bidder to whom award of sale is made fails to execute the act of sale within 30 days after successful bidder is presented with the prepared Act of Sale, or within such extension of times as the Department may grant, the guaranty accompanying the bid shall become the property of the Department.

**REJECTION OF BIDS:** Proposals submitted with incomplete bids, additions not called for, or conditional or alternate bids not called for will be subject to rejection. The Department reserves the right to reject any and all bids and waive any informalities.

### **RECEIVING OF BIDS:**

**MAILED BIDS:** Sealed mailed bids shall be received until 4:15 P.M. on the third Wednesday of every month, addressed exactly as captioned above, before the time specified for opening bids. Bids received after the time of the bid letting will be returned to the bidder unopened.

*HAND DELIVERED BIDS:* Sealed Bids may be delivered by hand on the day of letting between the hours of 9:00 A.M. until 10:00 A.M. in the Auditorium of the Louisiana Department of Transportation and Development Headquarters located at, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802. Bids after the time specified will not be received.

Bid forms may be downloaded from the Department's Real Estate web at:  
[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Engineering/Real\\_Estate/Pages/Bid\\_Booklet.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Real_Estate/Pages/Bid_Booklet.aspx)

## **CONDITIONS OF SALE**

**AS IS, WHERE IS:** The following conditions shall govern all offers to buy and shall apply to the sale of the buildings and all appurtenances thereto, the purchaser hereby acknowledges and agrees all assets sold pursuant to this agreement are being sold, "As is – Where is" at the time sale is passed, should any offer be accepted by the Department.

**APPURTENANCES:** "Appurtenance" shall be defined as: That which belongs to something else; something annexed to another thing as principal, and incident to it, such as outbuildings.

**AWARD OF SALE:** The award of sale, if awarded, will be made to highest bidder on each item.

**PAYMENT:** The total payment shall be due before sale can be executed and will constitute the total bid price.

**ACT OF SALE:** Once a successful bidder is determined, an Act of Sale will be prepared by the department and then sent to the successful bidder for execution. The act of sale shall be executed within 30 days after successful bidder is presented with the prepared Act of Sale.

**CANCELLATION OF BID:** Failure to make full and immediate payment of balance or inability to complete the Act within the required time shall allow the bid to be cancelled at the discretion of the department.

**FORFEITURE OF TITLE:** If the purchaser of an item fails to remove his/her buildings and appurtenances within the specified time, otherwise delays, neglects or defaults in removal of said buildings and appurtenances in accordance with the requirements of this proposal, title to said buildings and appurtenances shall be automatically forfeited to the Department, even though the buildings and appurtenances have been partially demolished or partially removed from their original location. In addition, all monies deposited with the Department as payment for the item will become the property of the Department, and the punitive amount of the performance guaranty will become payable to the Department, and the purchaser will be ineligible for bidding on future sales.

**LAWS TO BE OBSERVED:** The purchaser shall comply with all Federal, State and local laws, ordinances and regulations affecting the purchase and removal of the buildings and appurtenances, and shall indemnify the Department and its representatives against any claim or liability arising from violation of any such law, ordinance or regulation.

**TANKS:** Liquefied petroleum gas tanks and systems shall be removed in accordance with rules and regulations of the Liquefied Petroleum Gas Commission, Baton Rouge, Louisiana.

**SANITARY PROVISIONS:** The purchaser shall observe rules and regulations of the State Board of Health and of all local health officials, and shall take all necessary precautions to avoid unhealthy conditions.

**PERMITS AND LICENSES:** The purchaser shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to lawful removal of the buildings and appurtenances.

**RESPONSIBILITY FOR DAMAGE CLAIMS:** The purchaser shall indemnify the Department and its representatives against all claims arising from injuries to persons or damages to property due to neglect by the purchaser.

**PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS, ETC.:** The purchaser shall be responsible for preservation of public and private property, trees, shrubs, monuments, etc., adjacent to the right of way on which the buildings and appurtenances are located and shall take every precaution to prevent damage thereto. Land monuments, property markers and right of way markers shall not be removed by the purchaser without proper authority.

**DAMAGES:** The purchaser shall be responsible for damage done to public or private property due to any act, omission, neglect or misconduct in the execution of the work, or defective work or material, and shall restore, at his/her expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding or otherwise restoring same, or shall make good such damage in an acceptable manner.

**REMOVAL:** All removal activities shall be coordinated with Department's roadway contractor if project contract has been awarded. Each building and appurtenances shall be removed to ground level. Removal shall include piping, wiring, plumbing and other accessories above and below ground which are attached to or are part of a building, all sheds, garages, outhouses and other appurtenances; however, removal of fences, shrubs, plants and other growth shall be optional with the purchaser. The purchaser shall also remove and dispose of all trash, debris, house piers, steps, broken concrete, bricks and other materials that would interfere with grass cutting operations, and shall mow each lot. Upon satisfactory removal of the item and acceptance of the site by the Department, the performance guaranty will be immediately returned to the purchaser.

**TIME LIMIT:** The purchaser shall remove all buildings and - appurtenances to which he/she has acquired title within sixty (60) calendar days after notification by the Department to begin moving operations.

**\*NOTE:** If the building is located totally within the required right of way for the project, the following words will be inserted in the Act of Sale: "THIS DOES NOT INCLUDE SLABS."

If the building is located totally or partially outside the required right of way for the project, the following words will be inserted in the Act of Sale: "CONCRETE SLABS AND FOUNDATION MATERIAL BELOW GROUND LEVEL SHALL ALSO BE COMPLETELY REMOVED BY THE CONTRACTOR, AND ANY RESULTING DEPRESSION IN THE GROUND SHALL BE FILLED WITH DIRT SO AS TO BE LEVEL WITH THE SURROUNDING TERRAIN."



## **SALE OF BUILDING - BID PROPOSAL**

STATE PROJECT NUMBER:	
ITEM NUMBER:	
PARISH:	
LETTING DATE:	

To the Louisiana Department of Transportation and Development, Baton Rouge, Louisiana. I (We) hereby offer to purchase this State-owned property at the lump sum price offered for the property in the "Bid Amount". The undersigned certifies that he/she has examined the property offered for sale and is satisfied as to the condition of same and has judged for himself/herself as to the conditions to be encountered in the sale. The undersigned further certifies that he/she has familiarized himself/herself with the "Conditions of Sale" and agrees to abide by said conditions.

BID AMOUNT:	
PREFORMANCE GUARANTEE:	
SIGNATURE OF BIDDER:	
SIGNATURE DATE:	

## CONTACT INFORMATION

BIDDER'S NAME					
STREET ADDRESS					
P. O. BOX					
CITY		STATE		ZIP	
TELEPHONE					
EMAIL ADDRESS					

*\*\*The following information is required for incorporation into the deed for this property in the event you are the successful bidder.\*\**

SOCIAL SECURITY # (LAST 4):	XXX-XX-
TAX ID NUMBER (IF APPLICABLE):	
MARITAL STATUS:	
NAME OF SPOUSE:	
SPOUSE SOCIAL SECURITY # (LAST 4):	XXX-XX-