

INSTRUCTIONS TO BIDDERS

BID FORM

- Bids must be submitted on the Bid form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.
- Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
- Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your records.

BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the Upper left corner of the bid envelope, **and the phrase Bid for Real Property must be shown in the lower left corner of the envelope.**

LATE BIDS, MODIFICATIONS AND WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Invitation for Bids after the exact time set for receiving of bids will not be considered.

BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of his authority to act on behalf of the bidder.

BID DEPOSIT

Each bid must be accompanied by a bid deposit of not less than 10% of the bid price in the form of a certified check, cashier's check, or postal money order payable to the order of Wood County Treasurer. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidders obligation to the County. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, as promptly as possible after rejection of the bids.

ADDITIONAL INFORMATION

Each bid submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements contained in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

BIDS TO BE OPENED AT SPECIFIED TIME

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this Invitation for Bids. Bids received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bids, modification, or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered.

WAIVER OF INFORMALITIES OR IRREGULARITIES AND REJECTION OF BIDS

The County may, at its election, waive any minor informality or irregularity in bids received or reject any or all bids or portions thereof.

ACCEPTABLE BID

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the County, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

NOTICE OF ACCEPTANCE OR REJECTION

Notice by the County of acceptance or rejection of a bid shall be deemed to have been sufficiently given when mailed to the bidder or his duly authorized representative at the address indicated in the bid.

GENERAL TERMS OF SALE

1. DESCRIPTIONS IN INVITATIONS FOR BIDS

The descriptions of the property set forth in the Invitation for Bids are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

2. CONDITION OF PROPERTY

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bids have been opened.

3. POSSESSION

The successful bidder agrees to assume possession of the property within 15 days of a written request given by the County after acceptance of his bid. Should the successful bidder fail to take actual possession within such period, he shall, nonetheless be charged with constructive possession commencing at 12:01 A.M., standard time, on the 16th day after such request by the County. The word "possession" shall mean either actual possession or constructive possession.

4. TAXES

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property.

5. RISK OF LOSS

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

6. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account may be forfeited at the option of the County, in which event the bidder shall be relieved from further liability.

7. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. It is understood that the County will not be obligated to pay for any expense incurred in connection with title matters or survey of the property. **PLEASE NOTE: Title insurance cannot be obtained until three (3) years from date that property was acquired by County of Wood.**

8. TITLE

Conveyance of the property to the successful bidder will be accomplished by a quitclaim deed.

9. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The successful bidder shall on a mutually agreeable date not later than 15 days after acceptance of the bid, tender to the County the balance of the purchase price. Upon such tender being made by the successful bidder, the County shall deliver to the successful bidder the instrument, or instruments, of conveyance.

10. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall obtain at his own expense and affix to all instruments of conveyance such revenue and documentary stamps as may be required by law. All instruments of conveyance shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

11. CONTRACT

The Invitation for Bids, and the bid when accepted by the County, shall constitute an agreement for sale between the successful bidder and the County. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. If payment is made by check, sale is not valid until check has cleared all banks.