

1B: Real Property Appraisals
(Reserved)

United States Marshals Service



QUOTATION INFORMATION

REQUEST FOR QUOTATIONS (RFQ) NO.:

Issuing Office:

Contracting Officer:

Please furnish quotations to the Issuing Office on or before close of business on

Requirement: The United States Marshals Service (USMS) is soliciting quotes, for Title Services for the USMS District of . It is the intent of the Government to award a purchase order for a base year with 4 one year options, subject to the simplified acquisition threshold of \$100,000.00, including options.

Quotations may be faxed, the facsimile number is () or mailed. The envelope used in submitting the quote must be plainly marked with the RFQ Number as shown above.

This Request for Quotations contains 2 parts. The first is the Schedule (19 pages) and the second is the Department of Labor Wage Determination Number , Revision dated (pages).

The USMS reserves the right to award to other than the lowest cost quote based on past performance and technical superiority. Incomplete quotes may not be considered for an award.

REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

The Notice of Small Business-Small Purchase Set-Aside on the reverse of this form
 is is not applicable.

PAGE OF PAGES

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5A. ISSUED BY			6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION (Consignee and address, including ZIP Code)	

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date)	11. BUSINESS CLASSIFICATION (Check appropriate boxes)
	<input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

12. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

NOTE: Reverse must also be completed by the quoter.	
14. NAME AND ADDRESS OF QUOTER (Street, city, county, State and ZIP Code)	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION
	16. DATE OF QUOTATION
17. NAME AND TITLE OF SIGNER (Type or print)	18. TELEPHONE NO. (Include area code)

REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 84)

The quoter represents and certifies as part of its quotation that it is, is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

The following provision is applicable if required on the face of the form:

52.219-2 Notice of Small Business-Small Purchase Set-Aside (Apr 84)

Quotations under this acquisition are solicited from small business concerns only. Any acquisition resulting from this solicitation will be from a small business concern. Quotations received from concerns that are not small businesses shall not be considered and shall be rejected.

BLOCK 12. SCHEDULE (Include applicable Federal, State and local taxes)

BASE YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>UNIT PRICE</u>
0001	O&E REPORT	—	each	\$ _____	\$ _____
0001A	URGENT O&E REPORT (48 hrs. or less)	—	each	\$ _____	\$ _____
0002	ABSTRACT OF TITLE	—	each	\$ _____	\$ _____
0002A	URGENT ABSTRACT OF TITLE (5 days or less)	—	each	\$ _____	\$ _____
0002B	UPDATED ABSTRACT OF TITLE	—	each	\$ _____	\$ _____
0003	CERTIFICATE OF TITLE	—	each	\$ _____	\$ _____
0004	TITLE INSURANCE COMMITMENT	—	each	\$ _____	\$ _____
0005	TITLE INSURANCE	—	each	\$ _____	\$ _____
0006	UNCONTESTED QUIET TITLE SUIT (FLAT FEE)	—	each	\$ _____	\$ _____
0007	COPYING FEE	—	each	\$ _____	\$ _____
0008	CONSULTATION SERVICES	—	hour	\$ _____	\$ _____
0009	ATTORNEY	—	hour	\$ _____	\$ _____
0010	PARALEGAL	—	hour	\$ _____	\$ _____
0011	INVESTIGATORS	—	hour	\$ _____	\$ _____
0012	TITLE SEARCH	—	hour	\$ _____	\$ _____
0013	CONTESTED QUIET TITLE SUIT (HOURLY RATE)	—	hour	\$ _____	\$ _____

0014 COST REIMBURSABLE ITEMS 1 Lot \$ _____

0015 MILEAGE RATE (Beyond 50 miles) 1 Lot \$ _____

TOTAL EVALUATED PRICE FOR BASE YEAR -----> \$ _____

BLOCK 12. SCHEDULE *(Include applicable Federal, State and local taxes)*

FIRST OPTION YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>UNIT PRICE</u>
1001	O&E REPORT	—	each	\$ _____	\$ _____
1001A	URGENT O&E REPORT (48 hrs. or less)	—	each	\$ _____	\$ _____
1002	ABSTRACT OF TITLE	—	each	\$ _____	\$ _____
1002A	URGENT ABSTRACT OF TITLE (5 days or less)	—	each	\$ _____	\$ _____
1002B	UPDATED ABSTRACT OF TITLE	—	each	\$ _____	\$ _____
1003	CERTIFICATE OF TITLE	—	each	\$ _____	\$ _____
1004	TITLE INSURANCE COMMITMENT	—	each	\$ _____	\$ _____
1005	TITLE INSURANCE	—	each	\$ _____	\$ _____
1006	UNCONTESTED QUIET TITLE SUIT (FLAT FEE)	—	each	\$ _____	\$ _____
1007	COPYING FEE	—	each	\$ _____	\$ _____
1008	CONSULTATION SERVICES	—	hour	\$ _____	\$ _____
1009	ATTORNEY	—	hour	\$ _____	\$ _____
1010	PARALEGAL	—	hour	\$ _____	\$ _____
1011	INVESTIGATORS	—	hour	\$ _____	\$ _____
1012	TITLE SEARCH	—	hour	\$ _____	\$ _____
1013	CONTESTED QUIET TITLE SUIT (HOURLY RATE)	—	hour	\$ _____	\$ _____
1014	COST REIMBURSABLE ITEMS	1	Lot	\$ _____	
1015	MILEAGE RATE (Beyond 50 miles)	1	Lot	\$ _____	

TOTAL EVALUATED PRICE FOR FIRST OPTION YEAR -----> \$ _____

BLOCK 12. SCHEDULE (Include applicable Federal, State and local taxes)

SECOND OPTION YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>UNIT PRICE</u>
2001	O&E REPORT	—	each	\$ _____	\$ _____
2001A	URGENT O&E REPORT (48 hrs. or less)	—	each	\$ _____	\$ _____
2002	ABSTRACT OF TITLE	—	each	\$ _____	\$ _____
2002A	URGENT ABSTRACT OF TITLE (5 days or less)	—	each	\$ _____	\$ _____
2002B	UPDATED ABSTRACT OF TITLE	—	each	\$ _____	\$ _____
2003	CERTIFICATE OF TITLE	—	each	\$ _____	\$ _____
2004	TITLE INSURANCE COMMITMENT	—	each	\$ _____	\$ _____
2005	TITLE INSURANCE	—	each	\$ _____	\$ _____
2006	UNCONTESTED QUIET TITLE SUIT (FLAT FEE)	—	each	\$ _____	\$ _____
2007	COPYING FEE	—	each	\$ _____	\$ _____
2008	CONSULTATION SERVICES	—	hour	\$ _____	\$ _____
2009	ATTORNEY	—	hour	\$ _____	\$ _____
2010	PARALEGAL	—	hour	\$ _____	\$ _____
2011	INVESTIGATORS	—	hour	\$ _____	\$ _____
2012	TITLE SEARCH	—	hour	\$ _____	\$ _____
2013	CONTESTED QUIET TITLE SUIT (HOURLY RATE)	—	hour	\$ _____	\$ _____
2014	COST REIMBURSABLE ITEMS	1	Lot	\$ _____	
2015	MILEAGE RATE (Beyond 50 miles)	1	Lot	\$ _____	
TOTAL EVALUATED PRICE FOR SECOND YEAR ----->				\$ _____	

BLOCK 12. SCHEDULE (Include applicable Federal, State and local taxes)

THIRD OPTION YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>UNIT PRICE</u>
3001	O&E REPORT	___	each	\$ _____	\$ _____
3001A	URGENT O&E REPORT (48 hrs. or less)	___	each	\$ _____	\$ _____
3002	ABSTRACT OF TITLE	___	each	\$ _____	\$ _____
3002A	URGENT ABSTRACT OF TITLE (5 days or less)	___	each	\$ _____	\$ _____
3002B	UPDATED ABSTRACT OF TITLE	___	each	\$ _____	\$ _____
3003	CERTIFICATE OF TITLE	___	each	\$ _____	\$ _____
3004	TITLE INSURANCE COMMITMENT	___	each	\$ _____	\$ _____
3005	TITLE INSURANCE	___	each	\$ _____	\$ _____
3006	UNCONTESTED QUIET TITLE SUIT (FLAT FEE)	___	each	\$ _____	\$ _____
3007	COPYING FEE	___	each	\$ _____	\$ _____
3008	CONSULTATION SERVICES	___	hour	\$ _____	\$ _____
3009	ATTORNEY	___	hour	\$ _____	\$ _____
3010	PARALEGAL	___	hour	\$ _____	\$ _____
3011	INVESTIGATORS	___	hour	\$ _____	\$ _____
3012	TITLE SEARCH	___	hour	\$ _____	\$ _____
3013	CONTESTED QUIET TITLE SUIT (HOURLY RATE)	___	hour	\$ _____	\$ _____
3014	COST REIMBURSABLE ITEMS	1	Lot	\$ _____	
3015	MILEAGE RATE (Beyond 50 miles)	1	Lot	\$ _____	
TOTAL EVALUATED PRICE FOR THIRD OPTION YEAR ----->				\$ _____	

BLOCK 12. SCHEDULE *(Include applicable Federal, State and local taxes)*

FOURTH OPTION YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>UNIT PRICE</u>
4001	O&E REPORT	___	each	\$ _____	\$ _____
4001A	URGENT O&E REPORT (48 hrs. or less)	___	each	\$ _____	\$ _____
4002	ABSTRACT OF TITLE	___	each	\$ _____	\$ _____
4002A	URGENT ABSTRACT OF TITLE (5 days or less)	___	each	\$ _____	\$ _____
4002B	UPDATED ABSTRACT OF TITLE	___	each	\$ _____	\$ _____
4003	CERTIFICATE OF TITLE	___	each	\$ _____	\$ _____
4004	TITLE INSURANCE COMMITMENT	___	each	\$ _____	\$ _____
4005	TITLE INSURANCE	___	each	\$ _____	\$ _____
4006	UNCONTESTED QUIET TITLE SUIT (FLAT FEE)	___	each	\$ _____	\$ _____
4007	COPYING FEE	___	each	\$ _____	\$ _____
4008	CONSULTATION SERVICES	___	hour	\$ _____	\$ _____
4009	ATTORNEY	___	hour	\$ _____	\$ _____
4010	PARALEGAL	___	hour	\$ _____	\$ _____
4011	INVESTIGATORS	___	hour	\$ _____	\$ _____
4012	TITLE SEARCH	___	hour	\$ _____	\$ _____
4013	CONTESTED QUIET TITLE SUIT (HOURLY RATE)	___	hour	\$ _____	\$ _____
4014	COST REIMBURSABLE ITEMS	1	Lot	\$ _____	
4015	MILEAGE RATE (Beyond 50 miles)	1	Lot	\$ _____	

TOTAL EVALUATED PRICE FOR FOURTH OPTION YEAR -----> \$ _____

NOTICE, COVENANT AND WARRANTY

NOTICE (For Contract of Sale and for Deed)

This notice provides information concerning hazardous substances known or believed to have been stored, released or disposed of at [provide common identification of the property, such as a site name or street address; followed by a proper legal description]. The United States of America owned the described property as a result of deed _____ [dated: record book entry]. The _____ [name of agency(s)] has (have) provided the information contained herein for the time period(s) indicated based on a complete search of agency files.

This notice is to be recorded with the deed transferring title of this property to _____ pursuant to a contract or option dated _____ [fill in date].

A. Hazardous Substances Known to have been Released, Disposed of or Stored during United States Ownership.

Information provided in this part addresses the period from [date of deed] to [date of sale], [being the period when the [name of agency] had administrative jurisdiction over the subject land, or being the entire period in which title was vested in the United States,] based on a complete search of agency files. [repeat for other agency(s) if needed]

1. Identify any hazardous substances removed from the site for disposal. _____

[e.g., provide information from, summarize or attach manifests identifying any hazardous substances disposed of from site by United States or other notification of hazardous substances provided to federal, state or local agency.]

2. Identify any hazardous waste storage, treatment or disposal units on the site.

[e.g., provide information from, summarize or attach any permit or permit application or other notice provided by U.S. Environmental Protection Agency or state or local agency with responsibility for hazardous substances.]

3. Identify any other information concerning hazardous substances stored, disposed or released on the property. _____

[e.g., summarize any information concerning hazardous substance activity reported by witnesses.]

4. Where property was used, in whole or in part, for, or potentially affected by, continuing operations which generate hazardous substances, identify all such operations and substances. _____

_____ [e.g., for property on which hazardous substances were in use during United States ownership, provide information from, attach or summarize any permits, notifications, reports or documentation concerning hazardous substances prepared, filed or submitted during the time of United States ownership. Include such documentation whether prepared by the United States, its agencies, or private tenants, residents or occupants on the real property.]

B. Actual knowledge of Hazardous Substances at Property, without regard to United States Ownership.

Information in this part addressed hazardous substances which may have been stored, released or disposed of prior to United States ownership. To the extent possible, this notification also describes the source of the information. The United States cannot assure that information based on reports by other persons, indirect evidence or other sources is accurate in all respects.

1. Describe any known instances of authorized or permitted storage, disposal or release of hazardous substances at the property. _____

_____ [e.g., provide information from, attach, or summarize any permits, notifications, reports, or documentation concerning hazardous substances issued to prior owners or prior operators and located at property.]

2. Describe any known instances of authorized or unpermitted storage, disposal or release of hazardous substances at the property. _____

_____ [e.g., indirect evidence from conditions at site, reports from informants, witnesses, evidence from state or local regulatory entities.]

C. Definitions

1. "Hazardous substances" has the meaning provided in 42 U.S.C. § 101 (14) and 40 C.F.R. §§ 300.6 and 302.4 and thus includes all hazardous wastes identified and listed pursuant to 40 C.F.R. part 261.

2. Descriptions of hazardous substances shall include, to the extent such information is known and is appropriate, the common name, the chemical abstracts name, the chemical abstracts number and the EPA hazardous waste number, or other information sufficient to describe the substance. Material safety data sheets should be provided to prospective buyers.

3. "Disposal" and "storage" shall have the meanings set forth in 42 U.S.C. §§ 6903(3), (33) and regulations promulgated thereunder. "Release" shall have the meaning set forth in 42 U.S.C. § 9601(22) and regulations promulgated thereunder.

COVENANT and WARRANTY (for Deed)

The United States hereby covenants and warrants that –

(i) all remedial action necessary to protect human health and the environment with respect to any such substance identified in part A of this Notice remaining on the property has been taken before the date of such transfer, and

(ii) any additional remedial action found to be necessary with respect to any such substance identified in part A of this Notice after the date of such transfer shall be conducted by the United States.

INSTRUCTIONS TO PROSPECTIVE PURCHASERS

Bid/Purchase Form

Bids must be submitted in duplicate on the Bid/Purchase Form accompanying the Invitation for Bids, and all information and certifications requested must be provided. Bids submitted in any other manner or which fail to provide all information or certifications required may be summarily rejected. While telegraphic (i.e., cables, fax) bids will not be considered, bids may be modified or withdrawn by telegram, cable or fax prior to the time fixed in the Invitations for Bids for the opening of bids.

Bid/Purchase Forms shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bid/Purchase Form.

Negligence on the part of the prospective purchaser in preparing the Bid/Purchase Form, confers no right for withdrawal or modification of the bid after it has been opened.

In submitting a bid, return the completed Bid/Purchase Form and the Buyer Information/Certification Form (in duplicate). Retain all other documents, including one copy of the Bid/Purchase Form and the Buyer's Information/Certification Form, for your records.

If more than one property is included in the package, each property must be considered separately and bids must be submitted separately. Each bid to purchase must be submitted in a separate envelope and identified.

Bid Envelopes

The envelope containing Sealed Bids must be sealed and addressed to the United States Marshal. The name and address of the Bidder must be shown in the upper left corner of the bid envelope. The date and hour of the Invitation for Bids opening, and the phrase **SEALED BID - CASE & PROPERTY NUMBERS** (enter the appropriate case and property numbers), must be shown in the bottom right hand corner of the envelope. The Bidder assumes all risks arising from the premature opening of or failure to open an offer not properly addressed and identified.

Late Bids, Modification of Bids or Withdrawal of Bids

Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before an award is made and one of the following situations exists:

1. It was sent by registered or certified mail no later than five (5) days prior to the date specified for the receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
2. It was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government Installation. The Government will not pay for "postage due" bids submitted.

Any modification or withdrawal of a bid may be issued prior to the time stated in the Invitation for Bids for the bids to be opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

The only acceptable evidence to establish:

1. The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail by the United States Postal Service, Federal Express or a similar carrier. If neither postmark shows a legible date, the offer, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" shall mean a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the United States Postal Service, Federal Express or a similar carrier.)
2. The time of receipt at the United States Marshals Service Office shall be recorded on the bid envelope or other documentary evidence of receipt maintained by the United States Marshals Service.

Notwithstanding as stated in this provision, a late modification of an otherwise acceptable bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt should it be required as evidence that a late offer was mailed in a timely manner.

Bid to Purchase Executed on Behalf of Bidder

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

A. **Corporation:** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid.

B. **Partnership:** If the bidder is a partnership, and all partners sign the Bid to Purchase, with a notation that they are all the partners, it may not be necessary to require any further proof of the existence of the partnership. If all partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Bid Deposit

Each bid must be accompanied by a deposit as indicated on the "Invitation for Bids", in the form of a certified check, cashier's check, postal money order, or your personal check with a letter of guarantee from the Bidder's bank, payable to the United States Marshal. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government.

Specified Time for Opening of Sealed Bids

It shall be the duty of each bidder to see that his/her bid is delivered within the time and the place prescribed in the Offer for Sealed Bid. Bids (including modifications) received prior to the time fixed in the Offer for Sealed Bid will be kept secure and unopened. No bid modification or withdrawal received after the time stated in the Offer for Sealed Bid for the opening of bids to purchase will be considered except as provided.

At the time stated for the opening of bids, the contents will be made public by announcement for the information of bidders and other interested parties, who may be present either in person or by representative.

Waiver, Informalities, Irregularities, and Rejection of Bids

The Government may, at its discretion, waive any minor informality or irregularity in bids received and reject any or all bids or portions thereof.

Acceptable Bid

A Bid to Purchase received from a responsible bidder whose bid, conforming to the Offer for Sealed Bid, will result in the highest net return to the Government, all factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the equal bidders shall be allowed to participate in an auction sale.

Notice of Acceptance or Rejection

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

Return of Deposits

Deposits of the unsuccessful bidders will be returned within ten (10) days after the successful bidder has been determined. Deposits will be returned by mail with a return receipt if requested.

Additional Information

The United States Marshals Service, at the address given in the Invitation for Bids, will upon request, provide additional copies of the Invitation for Bids, Bid and Acceptance, and answer requests for additional information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in the Invitation for Bids.

GENERAL TERMS OF SALE

"Solicitation of Bids"

The term "Solicitation of Bids" refers to the prospectus which includes the Fact Sheet; the Instructions to Prospective Purchasers; the General Terms of Sale set forth; and the provisions of the Bid to Purchase Form. All may be modified and supplemented by any addenda that may be issued prior to the time stated in the Invitation for Bids for the opening of sealed bids.

Description in Offer for Sealed Bid

The description of the property set forth in the Invitation for Bids is believed to be correct, but any error or omission shall not constitute grounds or reason for non-performance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

Condition of Property

The property offered for sale will be sold "AS IS", and "WHERE IS" without representation, warranty, or guarantee as to quantity, quality, character, condition, size, or kind; or that the property 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.

Financing

The Purchaser will be responsible for obtaining financing for the property offered. Payment in full (no phased payments), should be in the form of a certified check, cashier's check, postal money order, or personal check with a letter of guarantee from the Bidder's bank, and made payable to the United States Marshal.

Continuing Bids

Each bid received shall be deemed to be a continuing bid for sixty (60) calendar days after the date of the Offer for Sealed Bid opening, unless the bid is accepted or rejected by the Government before the expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

Taxes

As of the date of conveyance of the property the successful bidder shall assume responsibility for all general, real, and personal property taxes which may have been or may be assessed on the property from the date of transfer (and prorate sums paid, or due to be paid, by the Government in lieu of taxes).

Title Insurance

If the successful bidder wishes a title insurance policy, the bidder will be responsible for the cost of any title policy obtain on his or her behalf.

Risk of Loss

As of the date of conveyance, the successful purchaser shall assume responsibility for the care and handling, all risks of loss or damage to the property, and have all obligations and liabilities of ownership.

Revocation of Bid and Default

In the event of revocation of a bid after the opening of the Sealed Bids, but prior to acceptance; or in the event of revocation of bid after notice of acceptance, or in the event of a 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 payment subsequently made on account may be forfeited at the option of the Government.

In such instances, the Bidder shall be relieved from further liability and without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the Offer for Sealed Bid or Contract of Sale.

**Tender of Payment and Delivery of Instrument of Conveyance/
Possession**

The successful Bidder shall on a mutually agreed upon date, no later than sixty (60) calendar days after acceptance of the bid, or such longer period as agreed upon in writing and approved by the United States Marshal. The successful bidder shall tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance and the bidder may take actual physical possession of the property.

Possession

- a. The successful bidder agrees to assume possession of the property within _____ calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the calendar day after the request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming "possession", the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the United States Marshal. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of conveyance, an amount equal to the interest for such

interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yeild of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15", plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of the bid acceptance.

Documentary Stamps and Cost of Recording

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

Government Employees not Benefiting

No employee of the United States Department of Justice, shall be entitled to any share or part of the contract of sale or to any benefit that may arise therefrom.

Contract

The Bid Purchase Form and the Sales Agreement when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

Certification

To ensure compliance with the Comprehensive Crime Control Act of 1984, and Department of Justice policy, all prospective

bidders must complete a Buyer Information Form for submission with the bid. Completion of this form, which is included in the Invitation to Bid package, represents the bidder's certification that the bidder, or the parties the bidder may be representing are not acting in concert with or on behalf of the individual(s) from whom it was seized.

Interlocutory Sale

Sealed Bids for an interlocutory sale, confirmation/approval of the Court is required before the final sale can be completed.

Property Inspection

Prospective bidders may view the property during open house on _____, 19____, between the hours of _____ a.m. and _____ p.m. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. 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 of adjustment or withdrawal of a bid. Location maps and directions will be included in the brochure.

Successful Bidder Information

Upon request, names of successful bidders and highest bids received will be furnished. A self-addressed stamped envelope must be included with the request.

**BID OFFER TO PURCHASE FORM
UNITED STATES MARSHALS SERVICE**

OFFER:

The undersigned bidder hereby offers and agrees to purchase the property known as:

"Address of Property"

Amount of Offer: \$ _____

Deposit: \$ _____

- Financing is required
 Financing is not required

Bidder Representation:

Bidder is: (Check one)

- Individual Partnership Trustee
 Corporation

Name: _____
Street: _____
City: _____ State: _____ Zip Code: _____
Telephone #: Area Code [] _____

Loss of Cash Deposit:

Bidder agrees to comply with the terms of sale as stipulated under the Terms and Conditions. Any exceptions to the aforementioned condition will be at the discretion of the United States Marshals Service.

Possession:

The United States Marshals Service agrees to deliver possession of the property to the successful bidder on the date of settlement.

Signature of Bidder

Date

PRIVACY ACT NOTICE
UNITED STATES MARSHALS SERVICE

Authority

This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974) December 31, 1974, for individuals providing information to the United States Marshals Service in connection with the Department of Justice Seizure and Forfeiture Program. Title 5 U.S.C. Section 3101, authorizes the Attorney General of the United States to prescribe regulations and to make and preserve any records necessary to the functions of the Department of Justice. By virtue of authority vested in Title 28 U.S.C. Sections 510 and 569, the Attorney General has delegated these responsibilities to the United States Marshals Service as they relate to its functions.

Purpose and Use

The principal purpose of this information is to ensure adequate safeguards for the custody, maintenance and control of property seized pursuant to 18 U.S.C. Sections 1955(d) and 1963, and 21 U.S.C. Section 853. The information provided herein will be used as a basis for an investigation to determine qualifications and suitability for performing a contractual service to the Federal government on seized and/or forfeited property. The information may be disclosed to other Federal, state and local agencies to obtain information relevant to the Marshals Service's decision on the matter; to another Federal agency to the extent relevant to the agency's decision on qualification and suitability in the letting of a contract; and to the appropriate Federal, state or local agency responsible for investigating, enforcing or prosecuting a statute, rule or regulation where information developed through investigation reveals an actual or potential violation of civil or criminal law.

Effects of Nondisclosure

Disclosure is voluntary; however, failure to provide this information may disqualify your company/business from further consideration to contract with the United States Marshals Service's, Seizure and Forfeiture Program. Falsification of any information on this form is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five (5) years or both.

1

Disclosure of Social Security Numbers

Disclosure of a Social Security Number (SSN) is mandatory and its solicitation is authorized by Executive Order 9397, dated November 22, 1943. The SSN is used as an identifier during investigations to determine qualifications and suitability to contract with the United States Marshals Service. The information gathered through use of the SSN will be used only as necessary in making a decision on the letting of a contract and will be destroyed upon a favorable determination. General information supporting an unsuitable determination will be maintained in a "tickler" file system by name of the business/company to avoid repetitive investigations. The use of the SSN is made necessary because of the large number of individuals who have identical names and birth dates, and whose identities can only be distinguished by the SSN.

BUYER INFORMATION FORM
UNITED STATES MARSHALS SERVICE

NOTICE TO BUYERS:

Prospective buyers interested in purchasing forfeited property, and particularly those who are successful in their bid attempt, may be subject to a background investigation to ensure compliance with the Comprehensive Crime Control Act of 1984. Specifically, 18 U.S.C. Section 1963(g) and 21 U.S.C. Section 853(h) of this Act, which prohibit the United States Government from reverting any criminally forfeited property to the defendant or any person acting in concert with or on their behalf. Any individual or purchasing agent found to be in violation of these Sections is subject to a fine of not more than \$10,000 or imprisonment not more than five (5) years, or both.

Information obtained as a result of this form will be held in strict confidence and will be used only to ascertain compliance with the Comprehensive Crime Control Act of 1984, and will be disposed of in accordance with law.

Signature of Buyer

Date

Name:

Date of Birth:

Place of Birth:

Social Security Number:

Name of Company (if applicable):

Address of Company:

Principal Owner(s) of Company:

Date of Birth:

Social Security #:

Notice of Sale Information For:

Boats

Airplanes

Cars

Businesses

Real Property

Rare Coins

Gems/Jewelry

Antiques/Collectibles

CERTIFICATION:

In accordance with 18 U.S.C. Section 1963(g) and 21 U.S.C. Section 853(h), I certify that I am not acting and will not act in concert with the defendant(s) in the case styled:

_____, to wit:

Name(s) of _____
defendant(s) _____

I understand that any falsification of the information provided in this statement is punishable under the provisions of 18 U.S.C. Section 1001, by a fine of not more than \$10,000 or by imprisonment of not more than five (5) years or both.

Signature of Buyer: _____
Address: _____

Telephone Number: Area Code [] _____
Date of Certification: _____

CERTIFICATE OF CORPORATE BIDDER

I, _____ certify that I am
_____, of the Corporation
(Secretary or other Official Title)
named as bidding herein, that _____ who
signed Bid to Purchase on behalf of the bidder then _____
(Official Title)
of said Corporation; that said Bid to Purchase was duly signed for
on behalf of said Corporation by authority of its governing body
and is within the scope of its corporate powers.

Signature of Certifying Officer

Date

(SEAL)

CERTIFICATION

By submission of this bid, the Bidder certifies that the price submitted has been arrived at independently without collusion or agreement with any other bidder.

The Bidder agrees to assume and bear all financial costs relating to the preparation of the bid and any other normal and customary buyer's expenses.

The Bidder understands that the United States Marshals Service reserves the right to investigate the background of any Bidder to ensure that the bid has been prepared in accordance with Federal laws, policies and practices governing the disposition of seized and forfeited property.

The Bidder consents to the provision and release of information necessary to the completion of a background investigation check. ~~The Bidder understands that approval and acceptance of the bid~~ by the United States Marshal Service is subject to the successful completion of a background investigation check.

The Bidder understands that the United States Marshals Service reserves the right to disqualify any bidder or reject any bid at any time prior to the final transfer of property, in the event the United States Marshals Service determines that the bid has not been prepared in accordance with Federal laws, policies and practices governing the disposition of seized and forfeited property.

The Bidder agrees and understands that the minimum bid price to be accepted by the United States Marshals Service is _____ and that the deposit shall be _____.

ACCEPTANCE OF BID BY THE GOVERNMENT

The forgoing Bid for Purchase is accepted by and on behalf of
the United States Government acting by and through the United
States Marshals Service, on this _____
day of _____, 199__.

Signature of Contracting Officer: _____

Name of Contracting Officer: _____

Title of Contracting Officer: United States Marshal

OCCUPANCY AND INDEMNITY AGREEMENT

**UNITED STATES DEPARTMENT OF JUSTICE
UNITED STATES MARSHALS SERVICE**

DISTRICT OF JUDICIAL DISTRICT

OCCUPANCY AND INDEMNITY AGREEMENT
Asset Identification: CATS IDENTIFICATION NUMBER

The following is an agreement between the United States of America, United States Marshals Service and *PARTY NAME*, hereinafter referred to as the *PARTY*, to allow the *PARTY* to continue residing on the property located at *SEIZURE ADDRESS*, hereinafter referred to as the Property, during the pendency of the forfeiture proceedings commenced by the United States of America on *SEIZURE DATE*, and designated by Court Case Number *DOCKET NUMBER*.

Whereas, both parties desire that the *PARTY* continue residing on the Property under the following conditions:

1. Claimant agrees to maintain the Property at Claimant's expense in the same, or better, condition as it existed on the date of seizure. The word "maintain," includes, but is not limited to: Keeping the property free of hazards and/or structural defects, keeping all heating, air conditioning, plumbing, electrical, gas, oil, and other power facilities in good working condition; keeping the Property clean and providing all necessary facilities for proper sanitation and waste removal; keeping the Property in conformity with reasonable needs for snow removal, lawn care, and providing any other ordinary and necessary items of routine maintenance.
2. Claimant agrees to timely pay all mortgage payments, home equity loans, rent payments, dues, association fees, utility, sewer, trash, cable television payments, and any other expenditures otherwise necessary with respect to the Property, during the life of the Agreement. Claimant agrees to abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements, and/or conditions pertaining to the care, maintenance, control, and use of the Property.

3. Claimant agrees to acquire and maintain casualty and fire insurance equal to the full replacement cost of the Property and all improvements thereon, including policies covering liability to person injured on the Property. Claimant agrees to maintain liability insurance for the injuries occurring on or resulting from use of the Property, or activities or condition thereon, in the minimum amount of **INSURANCE COVERAGE AMOUNT**. Additionally, Claimant shall arrange for a rider to all the above mentioned policies naming the United States of America as a loss payee and additional insured for the life of the Agreement.

Copies of the insurance policies will be delivered to the U.S. Marshals Service no later than the tenth (10) calendar day following the execution of this Agreement. Claimant agrees to hold the United States of America or its claimants harmless, for any and all claims against it during the life of this Agreement, arising out of the injury to persons except as directly caused by an agent of the United States of America.

4. Claimant agrees to allow the United States Marshal or authorized representative the right to enter, inspect, and/or appraise the Property including all buildings thereon on a weekly basis. All inspections will be conducted during daylight hours and after a telephone call announcing such inspection. This announcement will be made at a reasonable time prior to inspection. The Claimant also agrees to allow such right of entry without notice on an emergency basis. An emergency is anything that would lead to imminent damage or destruction of/or to the property.
5. ~~Claimant agrees not to convey, sell, lease, encumber, or attempt to transfer title to the Property during the life of this Agreement.~~
6. Claimant agrees not to sublet the Property.
7. Claimant agrees not to violate any federal, state, or local law/ordinance, and not to allow any other party to violate any federal, state, or local law/ordinance on the Property during the life of this Agreement. Claimant agrees not to use the Property so that it poses a danger to the health or safety of the public, or a danger to law enforcement, or use the Property so that it adversely affects the liability of the U.S. Marshal or authorized designee to manage the Property.
8. Claimant agrees not to remove, destroy, alienate, transfer, detract from, remodel, or alter in any way, the Property or any fixture, which is part of the Property, ordinary wear excepted, without express written consent of the U.S. Marshal.
9. Claimant acknowledges that the removal or destruction of property under the care, custody, or control of the U.S. Marshals Service constitutes a violation of federal criminal law, specifically, 18 U.S.C., Section 2233. That section provides for a fine not to exceed \$2,000, or imprisonment not to exceed two (2) years, or both.

10. Claimant, on or before the expiration of this Agreement, shall remove any and all personal belongings from the Property. If Claimant fails to remove personal belongings from the Property, these items will be removed by the U.S. Marshals Service at the expense of the Claimant.

11. Claimant acknowledges that the following persons are authorized to reside at the Property:

AUTHORIZED RESIDENT LIST

12. Claimant agrees to protect, feed, and provide all reasonable and necessary medical or veterinary care for animals on the Property.

13. Amendments to this Agreement shall be made in writing and will be signed by all parties.

14. Claimant agrees to give thirty (30) days written notice prior to moving and will be responsible for paying all fees as outlined in paragraph #2 through the end of this notice period.

15. Claimant understands and agrees that any violation of this Occupancy Agreement may be the cause for eviction from the Property. This Agreement remains in effect until thirty (30) days after an order for Judgement of Forfeiture has been issued by the U.S. District Court or until otherwise notified by the U.S. Marshals Service.

-OR-

1. Tenant agrees to maintain the Property, at the tenant's expense, in the same or better condition as it existed on the date of seizure. The word "maintain", includes but is not limited to: Keeping the property free of hazards and/or structural defects, keeping all heating, air conditioning, plumbing, electrical, gas, oil, and other power facilities in good working condition; Keeping the Property clean and providing all necessary facilities for proper sanitation and waste removal; keeping the Property in conformity with reasonable needs for snow removal, lawn care, and providing any other ordinary and necessary items of routine maintenance.

2. Tenant agrees to abide and conform with any "Rental Agreement" in effect between the Tenant and **LANDLORD NAME**.

(Rental agreement attached, if applicable)

3. Tenant agrees to continue to pay the rental payment in the amount of **MONTHLY RENTAL PAYMENT** each month, payable to **RENT PAYMENT RECIPIENT**. This payment will be mailed to the above addressee in time to be received by the addressee the 1st day of each month. Tenant agrees to continue paying all utility, sewer, trash, cable television payments and any other expenditures otherwise necessary with respect to the Property during the life of this Agreement.
4. Tenant agrees to acquire and maintain insurance policies with respect to the Property, including policies covering liability to persons injured on the Property. Copies of the insurance policies will be delivered to the U.S. Marshals Service no later than the tenth (10) calendar day following the execution of this Agreement. Tenant agrees to hold the United States of America or its agents harmless, for any and all claims against it during the life of this Agreement, arising out of the injury to persons or damage to property that occurs on the Property except as directly caused by an agent of the United States of America.
5. Tenant agrees to allow the United States Marshal or authorized representative the right to enter, inspect and/or appraise the Property including all buildings thereon on a weekly basis. All inspections will be conducted during daylight hours and after a telephone call announcing such inspection. This announcement will be made at a reasonable time prior to such inspection. The Tenant also agrees to allow such right of entry without notice on an emergency basis. An emergency is anything that would lead to imminent damage or destruction of/or to the Property.
6. Tenant agrees not to convey, sell, lease, or attempt to transfer title to the Property during the life of this Agreement.
7. Tenant agrees not to sublet the Property.
8. Tenant agrees not to violate any federal, state, or local law/ordinance, and not to allow any other party on the Property to violate any federal, state, or local law/ordinance during the life of this Agreement. Tenant agrees not to use the Property so that it poses a danger to the health or safety of the public or a danger to law enforcement or use the Property so that it adversely affects the ability of the U.S. Marshal or authorized designee to manage the Property.
9. Tenant agrees not to remove, destroy, alienate, transfer, detract from, remodel or alter in any way, the Property or any fixture, which is part of the Property, ordinary wear excepted, without express written consent of the U.S. Marshal.

10. Tenant acknowledges that the removal or destruction of property under the care, custody, or control of the U.S. Marshals Service constitutes a violation of Federal criminal law, specifically, 18 USC, Section 2233. That section provides for a fine not to exceed \$2,000, or imprisonment not to exceed two (2) years, or both.

11. Tenant, on or before the expiration of this Agreement, shall remove any and all belongings from the Property. If Tenant fails to remove personal belongings from the Property, these items will be removed by the U.S. Marshals Service at the expense of the Tenant.

12. Tenant acknowledges and the following persons are authorized to reside at the Property:

AUTHORIZED RESIDENTS LIST

13. Tenant agrees to protect, feed, and provide all reasonable and necessary medical or veterinary care for animals on the Property.

14. Amendments to this agreement shall be made in writing and will be signed by all parties.

15. Tenant agrees to give thirty (30) days written notice prior to moving and will be responsible for paying all fees as outlined in paragraph #3 through the end of this notice period.

16. Tenant understands and agrees that any violation of this Tenant Occupancy Agreement may be cause for eviction from the Property. This Agreement remains in effect until thirty (30) days after an order for Judgement of Forfeiture has been issued by the U.S. District Court or until otherwise notified by the U.S. Marshals Service.

PARTY agrees to the above stipulations for occupancy under the terms of this Agreement, dated **FORM PREPARED DATE**.

PARTY NAME

PARTY PHONE

Home Number

Work Number

MARSHALS NAME

United States Marshal

By: Deputy U.S. Marshal

Sample A

Plaintiff and his/her guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or his/her heirs, executors, administrators or assigns against any third party or against the United States.

1. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.
 2. It is also agreed, by and among the parties, that the ~~respective parties will each bear their own costs,~~ fees, and expenses.
 3. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.
-
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Sample B

_____ agrees that there was reasonable cause for his/her arrest and for the arrest(s) and/or seizure(s) of the assets in this case.

_____ further agrees that this [settlement agreement, compromise, etc.] constitutes a complete release by him/her, his/her heirs, executors, administrators and assigns, of the United States, its agencies, agents, officers, employees and assigns of the Government in their official and individual capacities, regarding any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from his/her arrest and/or the arrest and/or seizure of any or all of the assets in this case.

In addition, _____ agrees to assume all responsibility for any and all claims concerning the _____ (asset(s)) or its/their operation for any incident or matter which occurred while the _____ (asset(s)) was (were) in his/her possession and/or control. Accordingly, _____ agrees to reimburse, indemnify and hold harmless the United States, its agencies, agents, officers, employees, and assigns of the Government from any such claim(s).
