

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS
OFFICE OF RIGHTS OF WAY – PROPERTY MANAGEMENT DIVISION

REAL PROPERTY BID FORM

The following Bid is made by _____ to purchase the real property including all buildings and improvements, if any, situated thereon located _____ in the Town of East Hartford and identified as bid item number 866. The undersigned agrees, if this bid is accepted, to pay to the order of Treasurer, State of Connecticut, by certified check or bank check in United States currency the sum of _____ dollars, (\$ _____) for the real property. (total bid amount in words)

Accompanying this Bid is a certified check, or bank officer's check, (NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED) payable to the order of Treasurer, State of Connecticut, in the amount of _____ dollars. (\$ _____) and numbered _____ being the amount of the deposit required by the terms of the proposal, (deposit amount in words) (check number)

which it is understood, will be returned in the event the bid is not successful. Bidders may submit multiple. If you submit additional bid(s), you thereby agree to be bound by the highest of your bids. The lower bid(s) will not be returned until after the opening of bids. The State reserves the right to unilaterally and without cause accept or reject any or all bids, and to withdraw this invitation to bid at any time before or after the bids are opened. In the event the State withdraws its invitation to bid, the deposit will be returned. It is understood that the successful bidder will be given sixty (60) days notice to complete the purchase after having been given oral or written notice of the final statutory approval of the bid, as hereinafter set forth, time being of the essence to this transaction, and that if the successful bidder does not complete the purchase within the sixty (60) day period, without written approval for an extension thereof, the deposit submitted with the bid shall be forfeited to the State as liquidated damages, and in full settlement of any breach of the conditions of this bid and proposal. It being understood and agreed by the parties that it is commercially impossible to accurately forecast the amount of the State's damages in the event of the bidder's breach. It is understood and agreed that in the event of a tie bid, the successful bidder will be determined by a disinterested person selected by the State and reasonably acceptable to both the tie bidders and the State. It is understood that the premises will be conveyed subject to any and all of the zoning and building ordinances and regulations of the municipality and to other rights, easements and encumbrances as may appear of record and subject also to any state of facts which an accurate survey or inspection of the premises may show. All properties inclusive of the real property and all buildings and improvements situated thereon, if any, shall be sold in their "AS IS" CONDITION. The State shall not make any warranties or representations whatsoever. Each bidder shall be solely responsible for performing his own "due diligence", including inspection and testing of the subject premises, inspection of all public records, including, but not limited to, the entire bid package, and drawing his own conclusions. A risk assessment or inspection for possible lead-based paint hazard is recommended for dwellings constructed prior to 1978. The information contained within this bid and from all officers, agents and employees of the State has been obtained from the State's records and the State makes no warranties or representations as to the accuracy or completeness of this information. Nothing within this bid package may be construed as an expressed or implied warranty, representation or a waiver or limitation of the State's sovereign immunity. It is understood that all successful or accepted bids are subject to the municipality's right of first refusal in accordance with Section 3-14b of the Connecticut General Statutes as revised, and must be approved by the Commissioner of Transportation, Secretary of the Office of Policy and Management and the State Properties Review Board, in accordance with Section 13a-80 of the Connecticut General Statutes, as revised. The transfer deed must be reviewed and approved by the Attorney General of the State of Connecticut as to form. The undersigned hereby acknowledges receipt of the entire bid package and expressly agrees that "this proposal is tendered subject to all the conditions set forth herein".

_____ Title: _____
Type or print legal name (Person, Partnership, Firm or Corporation)

By: _____ Date: _____
Written signature (Authorized Representative)

Full Address: _____ Telephone Number: _____

INSTRUCTIONS FOR EXECUTION OF ABOVE

If this proposal form is executed by an individual, it shall be signed by the individual. If executed by a Corporation, it shall have the signature of a duly authorized officer or representative thereof with his title and the corporation seal, if any, shall be affixed. If executed by a partnership, the partnership name, if any, shall be shown and each partner shall sign as a co-partner, unless a duly executed power of attorney is attached, authorizing one partner to execute the contract for all partners. If executed by an individual doing business under a trade name, it shall be signed by this individual, doing business as:

Trade Name

I hereby acknowledge receipt of check number _____ returned.

Signature: _____ Date: _____