



THE CITY OF FORT WORTH  
TAX-FORECLOSED  
SEALED BID PURCHASE AGREEMENT

**This Bid Form Contains Changes – PLEASE READ CAREFULLY**

**STANDARD INSTRUCTIONS**

1. A complete bid packet with the property address written outside of the envelope must be submitted for each property. Bid packets received without the written property address will be automatically rejected.
2. Each item below must be included in the bid packet to the City of Fort Worth Purchasing Department located at 200 Texas Street in the Lower Level of City Hall, Fort Worth, Texas 76102 by the advertised sealed bid sale date for the bid to be considered valid. Faxed, mailed, e-mailed, or bid packets sent by UPS, Fed-Ex or any other delivery service will NOT be accepted. Bids will be opened and read aloud in the Fort Worth Council Chambers, located at 200 Texas Street, Fort Worth, Texas 76102 at 2:00 p.m. on the advertised sale date.

**A COMPLETE BID PACKET INCLUDES THE BELOW ITEMS:**

- a. Proof of Certified Fund 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.
  - b. Address of the property at the bottom of each page
  - c. Bidder's initials on each page
  - d. The General Conditions, Exhibit A, and Exhibit B must be signed by the Bidder or Bidder's Authorized Representative.
    - i. Exhibit A – "No Title Policy Statement"
    - ii. Exhibit B – "No Conflict of Interest Statement"
    - iii. 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.
3. Your Bid amount does not include the post-judgment tax amount. The winning bidder will pay the post-judgment tax amount directly to the County Tax Assessor-Collector at the below location.

**Note: Contact Information for Post-Judgment Taxes:**  
**Tarrant County Tax Office**  
**Hours Monday: 8:00 AM - 4:30 PM**  
**100 East Weatherford St. Fort Worth TX 76196**

Upon City Council approval, the successful bidder must provide City staff with proof of payment of the post-judgment taxes paid to the County. City staff will proceed in depositing the successful bid amount and preparing the deed for appropriate signatures and recording.

*If you do not understand the bidding instructions, the bid packets, or any part thereof, please consult the attorney of your choice prior to submitting your bid form.*

**THE DEADLINE FOR TURNING IN THIS FORM IS NOVEMBER 5, 2020 BY 1:30 P.M.**

THE CITY OF FORT WORTH  
TAX-FORECLOSED PROPERTY SEALED BID  
PURCHASE AGREEMENT/BID FORM  
**GENERAL CONDITIONS**

**(Revised Bid Form – Please Read Carefully)**

**Bidder's Name: Please print name(s) to appear on 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)** \_\_\_\_\_

I understand and acknowledge that by submitting this bid I am making an offer to purchase the Property (defined above), 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.** The offer is accepted and this Agreement becomes binding when the City Council approves the sale of the property to the buyer and the buyer tenders to the person designated by the City to accept the full payment by a bank certified check or cashier's check. No deed will be executed by the City after the Agreement becomes binding until buyer provides a proof of payment receipt of post judgment taxes with certified funds.

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

**NO DEPOSIT IS REQUIRED**

**REJECTION OF BIDS**

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 (2) or more bids on the same Property, the City will automatically reject the lower bid(s). The City reserves the right to reject any bid for any reason.

**AS-IS**

I understand that the Property is purchased **"as-is, where is, with all faults."** I understand that it is my responsibility to check for (i) outstanding post-judgment taxes owed to the County (ii) outstanding or pending City of Fort Worth Code Enforcement actions including but not limited to repair or demolition orders, (iii) roadway access to the Property, (iv) floodplain status, (v) zoning, and (vi) all other due diligence matters or Property conditions. I understand that the City of Fort Worth disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an **"as-is, where is, with all faults"** basis and is subject to all visible and apparent easements and any other instruments of records. The City of Fort Worth specifically disclaims any warranties of habitability or suitability for a particular purpose. **I understand that the City of Fort Worth is not responsible for any misrepresentations, failures of**

Bidder's Initial \_\_\_\_\_

Property Address \_\_\_\_\_

disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. I understand that the City of Fort Worth is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the property.

### **POST-JUDGMENT TAXES**

The buyer will be responsible for any post-judgment taxes that are due as of the date of the conveyance to the buyer. Post-judgment taxes are those taxes that accrue in the time period from the date that the delinquent tax judgment is issued in favor of the taxing entities to the date of the sheriff or constable's deed to the taxing entities. It is the bidder's responsibility to determine the existence of any post-judgment taxes and the City is not responsible for errors. The post-judgment taxes will not be paid from the bid amount; the buyer must pay post-judgment taxes in addition to the bid amount and must **show proof of payment of the post-judgment taxes before the City will execute and file the deed.**

### **PURCHASE PRICE**

The successful bidder will be notified by mail to pay the full purchase price for the property within 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 is usually about two months after the bid opening date.**

If my bid is accepted, I will pay in full the purchase price by Certified Bank or Cashier's Check, made payable to the City of Fort Worth within seven (7) business days of the payment request letter. Outstanding post-judgment taxes are paid directly to the Tarrant County Tax Assessor/Collector.

**Contact Information for Post-Judgment Taxes:  
Tarrant County Tax Office  
Hours Monday – Friday: 8:00 AM – 4:30 PM  
100 East Weatherford St. Fort Worth TX 76196  
(817) 884-1100**

The City will not be responsible for undelivered payments by the U.S. Postal Service regular mail. **The City will have the right to offer the property to the next highest bidder if the successful bidder does not pay the full purchase price in the time and manner as set forth above.**

### **TIED BIDS**

If one or more bidders submit the same amount the bids will be rejected and the property will be placed on the next sealed bid sale.

### **WAIVER AND RELEASE**

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as 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 AGENTS OF THE CITY OF FORT WORTH. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. 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 MY ESTATE, MY GUARDIAN OR ME. ON BEHALF OF MY HEIRS, MY ESTATE OR ME, I HEREBY WAIVE ANY RIGHTS I MAY HAVE**

Bidder's Initial \_\_\_\_\_

Property Address \_\_\_\_\_

**TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.**

**NO TITLE POLICY AND NO CONFLICT OF INTEREST**

I understand the City of Fort Worth will not provide a title policy for the Property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one. Attached is my executed Exhibit "A" (NO TITLE POLICY STATEMENT) and my executed Exhibit "B" (NO CONFLICT OF INTEREST STATEMENT).

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

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

\_\_\_\_\_  
Bidder's Printed Name

\_\_\_\_\_  
Bidder's or Bidder's Authorized Representative's Signature

\_\_\_\_\_  
Bidder's Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

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**NO OUTSTANDING JUDGMENTS OR TAXES OWED**

I certify that I/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(s)

\_\_\_\_\_  
Date

**ADDITIONAL CONDITIONS FOR PURCHASE OF  
TAX FORECLOSED PROPERTY**

**Deed Without Warranty**

The conveyance of the property will be by Tax Resale Deed Without Warranty from the City of Fort Worth, on its own behalf and on behalf of all other taxing entities involved in the tax foreclosure suit, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property.

A sample Tax Resale Deed Without Warranty can be found under the “**Helpful Information**” section on our website at: [fortworthtexas.gov/propertymanagement/realproperty](http://fortworthtexas.gov/propertymanagement/realproperty).

**AS-IS, WHERE-IS clause to be included in the Deed**

**EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, 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 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 THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER RELATING TO THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, 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. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. IT IS**

**UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.**

The language above will be included in the Tax Resale Deed Without Warranty.

**Right of Redemption**

State law allows a prior owner of a property to redeem tax foreclosed residential homestead property, agriculturally used property, and mineral interests on or before the second anniversary date on which the deed of the taxing unit was filed for record.

All other tax foreclosed property may be redeemed not later than the 180<sup>th</sup> day after the date on which the deed of the taxing unit was filed for record.



(Exhibit A)

### No Title Policy Statement

I/We \_\_\_\_\_ would like to purchase the property located at \_\_\_\_\_ and as part of my /our offer to purchase, I/WE acknowledge the following:

**THE CITY OF FORT WORTH WILL CONVEY THE PROPERTY THROUGH THE USE OF 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 THIS REAL ESTATE TRANSACTION. IF YOU NEED A TITLE COMPANY TO ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.**

I/We 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



**(Exhibit 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 Code 2, Sec. 238 of the Fort Worth City Code, which states as follows:

**FORT WORTH CITY CODE OF ORDINANCES**

**CHAPTER 2, SEC. 238**

**SEC.2-238. STANDARDS OF CONDUCT**

- (a) No city officer, employee or advisory board member, or their spouses, shall knowingly:
- (1) Accept or solicit any benefit from any person, group or business entity that might reasonably tend to influence him in the discharge of his official duties;
  - (2) Grant in the discharge of his official duties any improper benefit to any person, group or business entity;
  - (3) Accept or solicit any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence him, in the discharge of his official duties, from any person, group or business entity:
    - a. Who 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 city officer, employee or advisory board member serves; or
    - b. Who has a personal financial interest in any proposed ordinance or decision upon which the city officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any city officer, employee or advisory board member and any spouses, 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) 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. This subparagraph (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 city officer, employee or advisory board member, or for the private gain of his spouse.



- (6) 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 charter of the city, 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 of the city 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;
  - d. Members of advisory boards set up by ordinance, charter or state law 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 member of the city council, salaried city officer or city 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 a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

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

- (1) Before the board of 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;
- (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 a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

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

- (1) A city employee or member of a city board or commission (other than city council), or his or her spouse, 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; or
- (2) A city employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters; or
- (3) Otherwise eligible city employees or their spouses 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 city 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 city 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 a city officer or employee in the course of official duties, or in a criminal proceeding in which a city officer or employee is a material witness for the prosecution.

(Ord. No. 10617, § 1(1), 6-26-90; Ord. No. 10751, § 1, 12-18-90; Ord. No. 10739, § 1, 12-6-90; Ord. No. 11428, § 1, 10-19-93; Ord. No. 12611, § I(2), 8-8-96; Ord. No. 12612, § I, 8-8-96; Ord. No. 12839, § 1, 1-28-97)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_