

Form 5-114
January 1960

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
INVITATION, BID AND AWARD
(Sale of Indian Lands)

BY: : INVITATION NO. R2-62 BIDS WILL BE RECEIVED
Elmo Miller, Superintendent : UNTIL AND OPENED AT: City Hall, Coulee Dam, Wash.
Colville Indian Agency : DATE: NOVEMBER 15, 1962 TIME: 1:30 p.m.
Coulee Dam, Washington

ISSUED: October 15, 1962 INVITATION FOR BIDS

Sealed Bids, subject to the terms and conditions of this invitation, its schedule and stipulated provisions, will be received at the above office until above designated time and at that time publicly opened. All bids are subject to acceptance and approval by the Area Director. The right is reserved to reject any and all bids and to disapprove any transaction at any time prior to final approval of a deed or issuance of a fee patent, in accordance with 25 CFR 121. Bids on Indian land offered for sale must be accompanied by a cashier's check, certified check, postal money order, or United States Treasurer's check payable to the Bureau of Indian Affairs for not less than 10% of the total offer made.

General information and instructions to bidders are contained in the Instructions to Bidders, Terms and Conditions of the Invitation for Bids, which is a part hereof. For detailed information call or write: Branch of Real Property Management, Colville Indian Agency, Coulee Dam, Washington. Phone No. Coulee Dam 733, ext. 28 or 29.

SCHEDULE OF BID

Item No.	Allotment Number	No. of Acres	Amount of Bid	Item No.	Allotment Number	No. of Acres	Amount of Bid
:	:	:	:	:	:	:	:
:	:	:	:	:	:	:	:
:	:	:	:	:	:	:	:
:	:	:	:	:	:	:	:
:	:	:	:	:	:	:	:

The undersigned agrees that if the amount offered for any item or items in the above be accepted, he will within 30 calendar days from date of receipt of Notice of Award deposit with the issuing officer, Bureau of Indian Affairs, the full amount of his offer, with stipulated sales fees, and that failure to make such deposit within the specified time will constitute a forfeiture of 10% of the amount offered on each such item.

IN ADDITION TO THE CONSIDERATION FOR THE:
LAND, THE PURCHASER WILL BE REQUIRED TO :
DEPOSIT THE SUM OF \$22.50 TO COVER THE :
COST OF CONVEYANCING AND SALES FEES WHEN:
HE IS NOTIFIED THAT HE IS THE SUCCESSFUL:
BIDDER, AND WILL BE RESPONSIBLE FOR ALL :
CONVEYANCE TAXES AND RECORDING FEES. :

Signature of Bidder

Name of Bidder (Print or Type)

Address (Print or Type)

NOTICE OF AWARD TO SUCCESSFUL BIDDER

You are hereby notified that you are the successful bidder on the following items:

Balance of the purchase price in the amount of \$ _____ shall be remitted to the above issuing office not later than _____

REMITTANCE SHOULD BE MADE BY
CASHIER'S CHECK, CERTIFIED CHECK,
POSTAL MONEY ORDER, OR UNITED STATES
TREASURER'S CHECK.

Date

Area Director

January 1960 TERMS AND CONDITIONS OF THE INVITATION FOR BIDS

1. MARKING AND MAILING BIDS - Bids, with their guarantees, must be securely sealed in suitable envelopes, addressed to the issuing office and marked on the outside with the invitation number and date of opening, both of which may be found in the block opposite the name of the issuing office on the front of this form.
2. PREPARATION OF BIDS - Forms furnished or copies thereof, shall be used, and strict compliance with the requirements of the invitations, and these instructions, is necessary. Special care should be exercised in the preparation and submission of bids to assure full compliance with the invitation and instructions. All item numbers and prices shall be fully and clearly set forth. The proper blank spaces in the bid shall be suitably filled in.
3. SIGNATURE TO BIDS - Each bid must give address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the names of the State or States of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person who signs shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to the bid of the individual signing. When requested by the Government, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
4. CORRECTIONS - Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
5. TIME FOR RECEIVING BIDS - Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered, but modification by telegraph of bids already submitted will be considered if received prior to the hour set for opening.
6. WITHDRAWAL OF BIDS - Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
7. BIDDERS PRESENT - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others interested, who may be present either in person or by representative.
8. AWARD OR REJECTION OF BIDS - The award will be made to the highest bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of the Indian owner and the United States to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Area Director, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Indian owner or the United States.
9. ERRORS IN BID - Bidders or their authorized agents are expected to examine the maps, circulars, schedule, and all other instructions pertaining to the invitation to bid which will be open to their inspection. They are also expected to make an examination of the premises to observe all physical conditions, apparent encumbrances, access, etc. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid or in his understanding of the circumstances.

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (con't)

10. Government appraisals of the herein described property will not be made available to the general public.
11. The land herein advertised for sale will be sold subject to existing leases of record with the Bureau of Indian Affairs. Rents for the contract year in which the sale is completed will be apportioned between the seller and purchaser as of the date of approval and delivery of a deed or issuance of a fee patent. In the event authorized advance rental payments, beyond the contract year in which the sale is completed by the approval and delivery of a deed or issuance of a fee patent, have been collected by the Indian owner, such amounts will be deducted from the purchase price.
12. Occupancy of lands purchased which lie within designated range units will be transferred to the purchaser at the end of the pay period following delivery of an approved deed or issuance of a fee patent. Grazing fees for the permit pay period during which a sale is completed by the approval and delivery of a deed or issuance of a fee patent will be apportioned in the same manner as rentals.
13. When the Indian land offered for sale is irrigable under a Federal Irrigation Project and the land has been designated as being part of a project, there exists, in accordance with existing laws, a lien on the land for the payment of unpaid construction costs. The purchaser, if other than an Indian, will be required to enter into a contract for the payment of such charges and costs on a per acre basis. The contract will provide for annual payment of these charges on a due date of each year. Any or all delinquent operation and maintenance charges are to be deducted from the proceeds of the sale.
14. Minerals, including oil and gas, are to be sold with the land advertised unless reserved as indicated on the attached schedule. See instruction No. 22.
15. The lands listed herein are to be sold, subject to all valid existing easements and rights of way.
16. Title to land sold as a result of this advertisement will be conveyed in fee simple status by either patent in fee or approved deed, except as may be otherwise noted.
17. Pursuant to the provisions of Section 121.14, Title 25, Code of Federal Regulations, tracts of land advertised for sale in this advertisement, on which the Tribe has unsuccessfully sought a preference to meet the high bid, may be subject to oral bidding following the opening of sealed bids. The tracts which may be subject to oral bidding have been identified in the attached schedule of lands to be sold by the statement: "This may be subject to oral bidding in accordance with the Terms and Conditions of the Invitation for Bids." The tracts of land so identified will be subject to oral bidding following the opening of the sealed bids only if the following conditions prevail:
 - (a) One or more acceptable bids have been submitted on the tract.
 - (b) A sealed bid other than the high bid has been submitted on the tract by the Colville Confederated Tribes, or the Spokane Tribe, whichever the case may be.

Upon opening the sealed bids, said bids will be tabulated and the Superintendent or his duly authorized representative will determine those tracts which will be offered for oral bidding. He will publicly announce by item number those tracts which will be so offered and will also announce the names of the bidders who are eligible to participate in the oral bidding on each tract. The oral bidding may be held immediately after the opening of the sealed bids, or it may be continued to another date and time to be announced. Bidders in the oral auction will be limited on each tract to those who submit sealed bids thereon which equal or exceed 75 percent of the appraised value of the tract, and to the Colville

INSTRUCTIONS TO BIDDERS

R2-62

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (con't)

Confederated Tribes. In order to qualify and participate in the oral bidding, the bidder must be present in person or by representative under written authorization. At the conclusion of the oral bidding, the highest bidder will be required to increase the amount of his deposit to not less than 10 percent of the amount bid.

18. WARNING TO ALL BIDDERS - All bidders are warned against violation of 18 U.S.C., 1860, prohibiting unlawful combination or intimidation of bidders.

19. INSPECTION - Type and character of land and timber species and volume are not guaranteed. Bidders or their authorized agents are expected to inspect the property.

20. GRANTEE - If you wish title conveyed in any name(s) other than that shown as the bidder, please make notation on the bid.

21. Whenever the Colville Confederated Tribes or the Spokane Tribe, or individual members of said tribes have been granted a preference to meet the high acceptable bid, such preference must be exercised by an authorized official of said tribes immediately after the completion of opening of sealed bids. This procedure will also prevail for individual members of said tribes who wish to exercise the preference bid. In any event, said tribal official or individual members must be present at the bid opening to exercise the preference bid.

22. Under those items listed herein where minerals are to be reserved, the percentage reserved is inclusive of oil, and gas, with the right to prospect for, mine, and remove same in the event a mineral discovery is made in commercial quantities.

These lands comprising residential, business or commercial, agriculture, grazing and timber properties are located in Chelan, Okanogan, Ferry and Stevens Counties.

There are approximately 2,538 acres in all comprising 25 tracts ranging in size from 40 to 160 acres.

- 5 tracts (approximately 330 acres) are in Chelan County
- 11 tracts (approximately 1,150 acres) are in Okanogan County
- 8 tracts (approximately 1,006 acres) are in Ferry County
- 1 tract (approximately 52 acres) is in Stevens County.