



GSA Office of Real Property Utilization and Disposal

## Sealed Bid Sale U.S. Government Property

**Residential Structure (Offsite Removal)  
6234 S. Dune Highway  
Empire, Michigan**



**Sealed Bid Sale  
IFB No. CHICA115013001**

## INVITATION FOR BIDS - SEALED BID SALE

### **AUCTION SUMMARY**

<b><u>Sale Type:</u></b>	Sealed Bid Sale
<b><u>Bid Opening Date and Time:</u></b>	FRIDAY, May 1, 2015 at 1:00 PM (EST)
<b><u>Minimum Bid:</u></b>	\$1.00
<b><u>Bid Deposit:</u></b>	10% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration.
<b><u>Terms:</u></b>	All cash, as is. Balance due within thirty (30) days after Bid Acceptance.

Any and all bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including without limitation, the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; and Bid Form for Purchase of Government Property.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

**SALES INFORMATION:** Richard Balsano  
Phone: (312)353-0302  
Email: [richard.balsano@gsa.gov](mailto:richard.balsano@gsa.gov)

**SUBMIT SEALED BIDS TO:** U.S. General Services Administration  
PBS c/o Courtney Marena  
T. P. O'Neill Federal Building, Room 1110  
10 Causeway Street  
Boston, MA 02222

## **TABLE OF CONTENTS**

Property Description	Page 4
General Terms of Sale	Page 5
Instructions to Bidders for Sealed Bids	Page 15
Notices and Covenants	Page 20
Bid Form	Page 22
Certificate of Corporate/Organization Bidder	Page 23
Disclosure of Information on lead-based paint and/or lead-based paint Hazards	Page 24
Certificate Of Completion Of Lead Abatement	Page 26

## PROPERTY DESCRIPTION

---

### 1. LOCATION

Property is located at 6234 S. Dune Highway, Empire, Michigan, in the Sleeping Bear Dunes National Lakeshore.

### 2. SALE DESCRIPTION

Property to be removed consists of an approximately 2,200 square foot 1-1/2-story single family house. Property contains a kitchen; living room; dining room; 5 bedrooms; 2 bathrooms; fireplace, attached office and storage area. FOR OFFSITE REMOVAL ONLY. NO LAND IS INCLUDED IN THIS SALE.

### 3. ENVIRONMENTAL INFORMATION

Lead-based paint is present at the Property.

# **GENERAL TERMS OF SALE**

---

## **1. DEFINITIONS**

The terms described in paragraphs a) through w) below shall have the meanings set forth therein.

a) **ACCEPTED BID**

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

b) **AGREEMENT OF SALE**

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

c) **AS-IS**

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

d) **BID**

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

e) **BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

f) **BID DEPOSIT**

The term "Bid Deposit" is defined in the Bid Deposit Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

g) **BID ENVELOPES**

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) **BID FORM AND BIDDER INFORMATION DOCUMENT**

The term "Bid Form and Bidder Information Document" refers to the form titled "Bid Form for the Purchase of Government Property"

i) **BID OPENING DATE**

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) **CLOSING DATE**

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

k) **EIN**

The term "EIN" refers to an entity's Employer Identification Number.

l) **GOVERNMENT**

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

m) **GSA/NPS**

The term "GSA" refers to the United States General Services Administration, and the term "NPS" refers to the National Park Service, both of which are federal agencies.

n) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money.

o) **INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the Bid Opening Date, those addenda and amendments shall be part of the IFB.

p) **PLACE OF BID OPENING**

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

q) **PROPERTY**

The term "Property" refers to the property described in the Property Description of this IFB.

r) **PURCHASE PRICE**

The "Purchase Price" is the amount of money offered in the Accepted Bid.

s) **PURCHASER**

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

t) **SSN**

The term "SSN" refers to a Social Security Number.

u) **TIN**

The term "TIN" refers to a Tax Identification Number.

v) **WHERE-IS**

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

**2. DESCRIPTION PROVIDED IN IFB**

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

**3. INSPECTION**

There will be opportunities for scheduled inspection dates with GSA and/or NPS personnel. 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, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

#### 4. AGREEMENT OF SALE

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the “**Agreement of Sale**”). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser’s interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

#### 5. CONDITION OF PROPERTY

The Property is offered for sale “**AS IS**” AND “**WHERE IS**” without representation or warranty, expressed or implied. This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

#### 6. ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

#### 7. RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the Bid Opening Date. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

#### 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a Bid prior to acceptance of a Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

## **11. TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA and the NPS may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

## **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition

to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

#### **15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The closing date of the sale (the "**Closing Date**") will be set by the Government and will be no later than **thirty (30)** calendar days after the acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

#### **16. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY**

Any change to the established closing date is subject to written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$50.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield 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 bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### **17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state 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 Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA and the NPS, within five (5) business days after recording, at the following addresses:

**U.S. General Services Administration  
Office of Real Property Utilization and Disposal - Chicago Operations Branch (1PZC)  
230 S. Dearborn Street, Suite 3774**

**Chicago, Illinois 60604  
Attn: Richard Balsano**

**Sleeping Bear Dunes National Lakeshore  
9922 Front St  
Empire, MI 49630  
Attn: Mark Pressnell**

#### **18. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

#### **19. SPECIAL DEPOSIT**

In addition to the bid deposit provided for under Paragraph 5 of Instructions to Bidders, the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government a certified check or cashier's check payable to the order of "U.S. General Services Administration" as a special deposit in the amount of \$5,000.00. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraph 30 and 31 of these General Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 19.B. of these General Terms of Sale can be paid.

- A. If the removal operations are performed by the Purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the Purchaser without interest.
- B. If the removal operations are not performed by the Purchaser to the complete satisfaction of the Government, and the Property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the Purchaser without interest after such costs have been paid, or will be returned to the Purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

#### **20. OFF-SITE REMOVAL**

Purchaser shall assume full responsibility for the building and remove it entirely from the site. Concrete walls and foundation materials do not have to be removed but shall be broken down in place to the satisfaction of the Government with all pipes, conduits, etc removed prior to backfilling the site. All building structures and/or materials shall be taken down and all areas disturbed by equipment used to remove the building shall be backfilled to natural grade of the site to the satisfaction of the Government. Any backfill material will be from a weed seed free source approved by the Government. All structures/materials will be removed from the site for disposal at the Purchaser's expense. All vehicles and equipment including office trailers and residential trailers that enter the park and are staged in association with this project, will be inspected by the CO prior to their entry into the Park for mud, weeds,

leaks, and other unwanted substances. Steam clean or power wash all earth-moving equipment (including hauling vehicles), inside of cabs and pile driver equipment so that it is clean of all mud and weed seed before their initial entry into the Park. Subsequent entries of hauling vehicles will not require cleaning unless requested by the CO. Notify the CO a minimum of 48 hours prior to the entry of vehicles and equipment. Any heavy equipment (such as a back hoe or excavation equipment) used by the Purchaser shall be cleaned of weed seed prior to entering the site. Travel of wide loads via public roads shall be accomplished in compliance with all traffic regulations.

## **21. SITE RESTORATION**

- A. All salvage and removal operations shall be conducted in a workmanlike manner.
- B. The Purchaser will be required to remove from the site all materials and/or debris resulting from the removal of the building and cleanup of the site to a "rake clean" condition to the satisfaction of the Government.
- C. The site shall be clean and holes and excavations resulting from removal operations shall be backfilled to the natural grade of the site to the satisfaction of the Government.
- D. No seeding will be performed.
- E. Fill material shall be natural, viable soil capable of supporting plant growth and consistent with the composition of surrounding soils. The material shall be free of any admixture of subsoil, foreign matter, objects larger than three (3) inches in any dimension, toxic substances, or any material or substance which could be harmful to plant growth. Gravel alone shall not be considered a suitable material for use. Heavy clays shall be mixed with sandy and/or organic soils to increase porosity. Soils will be clean of invasive plant seed and plant material.

## **22. UTILITY CONNECTIONS**

- A. Purchaser shall disconnect and leave in a safe condition, to the satisfaction of the Government, telephone, electric, and other wires and outside connections in the removal operations.
- B. Any underground utility facilities shall be permanently capped at the entrance to the buildings in a manner satisfactory to the Government two (2) feet below normal ground level of the existing underground horizontal run of piping.

## **23. COMPLIANCE WITH REGULATIONS**

Purchaser shall comply with all fire, guard, safety, and other regulations in effect at the premises.

## **24. LIABILITY AND INDEMNITY**

The Purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the Purchaser for the removal of the property. The Purchaser further agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any part or all of it.

**25. RESPONSIBILITY**

The successful bidder will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage, etc., occurring shall be replaced or restitution made, as the case may be, at no cost to the Government until completion of the contract for purchase and removal. The Purchaser, acting himself or through his superintendent, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in the operation to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.

**26. NECESSARY PERMITS**

All necessary permits for performing removal operations and for cut-off of utility service, during dismantling and removal of the materials if required by state, county, political subdivisions, private person, utility company, or others having jurisdiction thereover, shall be obtained by the Purchaser at his own expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.

**27. EXPENSE OF REMOVAL AND RESTORATION**

Purchaser shall assume all expenses resulting from the above removal or improvements and site restoration.

**28. TIME LIMIT ON REMOVAL**

Salvage operations must be completed within 120 days from the date of conveyance.

**29. TIME EXTENSIONS**

- A. Any change to the established removal operations deadline is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of the removal operations deadline.
- B. It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations.
  - 1) If the Government grants an extension, the resulting liquidated damages shall be \$25 per day per item, for a minimum of 20 days, for the period from the removal operations deadline to the final day specified in the extension being granted at that time.
  - 2) The amount due for the time period of the extension is payable in full before the removal operations deadline.
  - 3) If the Purchaser does not pay said amount before the removal operations deadline, the purchaser shall be liable for failure to complete removal operations before the removal operations deadline.

**30. DAMAGES FOR FAILURE TO COMPLETE TIMELY REMOVAL**

- A. Purchaser shall be liable to the Government for failure to complete removal operations for any item before the removal operations deadline, except as provided in Paragraph 32, Causes Beyond the Control of Purchaser.
  
- B. Liquidated damages shall be \$25 per day for the period from the removal operations deadline, to the day upon which the Government determines that the removal operations have been completed or until the day the property is determined by the Government to be forfeited.

**31. FORFEITURE OF PROPERTY – LIABILITY FOR REMOVAL COST**

- A. If Purchaser fails to complete the removal obligations to the complete satisfaction of the Government before the removal operations deadline, the Government may, at its option:
  - 1) Declare forfeited the property or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the Purchaser and make whatever disposition it elects with regard to the Property and materials resulting from such removal; AND
  - 2) Declare forfeited the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on the account, including any special deposit and any payments made towards the full amount of purchase; AND
  - 3) Collect damages in accordance with Paragraph 30 of the General Terms of Sale, Damages For Failure to Complete Timely Removal.

**32. CAUSES BEYOND CONTROL OF THE PURCHASER**

- A. Purchaser shall not be liable for damages resulting from failure to complete timely removal operations, if:
  - 1) The delay in completion of removal obligations arises from unforeseen causes beyond the control of Purchaser including, but not limited to acts of God, acts of the public enemy, acts of the Government, acts of another purchaser in the performance of a contract with the Government, etc; AND
  - 2) The Purchaser, within 5 days from the beginning of such delay notifies the Government in writing of the causes of the delay; AND
  - 3) The Government ascertains the facts and the extent of the delay and extends the time for completing the removal without liability on the part of the Purchaser.

# INSTRUCTIONS TO BIDDERS FOR SEALED BID

---

## 1. BID FORM AND BIDDER INFORMATION DOCUMENT

(a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by the Bid deposit (described in Section 2 below). The Official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) **before 1:00pm EST on FRIDAY, May 1, 2015** (the "Bid Opening Date"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

(b) Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bid and the Bid must be manually signed.

(c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

(d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

(e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

## 2. BID DEPOSIT

Each Bid must be accompanied by both the Special Deposit as called for under Section 19 of the General Terms of Sale, as well as a Bid deposit of 10% of the Bid amount in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration. Such Bid deposit must be in the form of the United States Currency, United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Money order and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** The Bidder, at its option, may be named as an alternative payee. This will enable Bidders whose Bids are rejected to negotiate the instrument once it is returned. Failure to so provide the Bid deposit shall require rejection of the Bid.

**Upon acceptance of a Bid, the Bid deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.**

For Bids that are rejected, Bid deposits accompanying the rejected Bids will be returned to Bidders, without interest, **within five (5) working days** after rejection of the Bids.

### 3. BID ENVELOPES

Envelopes containing Bids must be sealed and addressed to:

**U.S. General Services Administration  
PBS c/o Courtney Marenga  
T. P. O'Neill Federal Building, Room 1110  
10 Causeway Street  
Boston, MA 02222**

The above-listed address is referred to in this IFB as the **"Place of Bid Opening"**.

The name and address of the Bidder must be shown in the upper left corner of the Bid envelope. On the lower left corner of the Bid envelope it must state:

**Invitation for Bids number: CHICA115012001  
Bid Opening Date: FRIDAY May 1, 2015  
Time: 1:00pm EST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 1:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and FedEx.

### 4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

(a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- 1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to a an IFB requiring receipt of Bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>); or
- 2) 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 GSA installation; or
- 3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

(c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service, Certified Mail® Service or Global courier delivery service (I.e. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail® Overnight Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

## 5. BID EXECUTED ON BEHALF OF BIDDER

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

(a) **CORPORATION.** If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- (b) **PARTNERSHIP.** If the Bidder is a partnership, and all partners sign the Bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the 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.
- (c) **LIMITED LIABILITY CORPORATION (LLC).** If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

## **6. REQUEST FOR INFORMATION**

Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division, Chicago Operations Branch, 230 S. Dearborn Street, Suite 3774, Chicago, IL 60604, GSA will provide additional copies of this IFB and will answer requests for additional available information concerning the Property to facilitate preparation of Bids.

## **7. BIDS TO BE OPENED AT SPECIFIED TIME**

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 4 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

## **8. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in Bids received.

## **9. CONTINUING OFFERS**

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 30 calendar days after the Bid Opening Date; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 30 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance.

## **10. GOVERNMENT'S RIGHT TO ACCEPT A BID**

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.

**11. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid deposit, as described in the Section 2. Bid Deposit Section above. The Government reserves the right to reject any and all Bids received or portions thereof.

# NOTICES AND COVENANTS

---

## 1. NOTICE OF LEAD BASED PAINT FOR RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

The Bill of Sale by which the Property will be conveyed will include the following language:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. **\*\* Lead-Based Paint Inspection & Risk Assessment Report, Otwell Mawby, P.C., dated July 28, 2014 and October 14, 2014 respectively, will be made available to all interested parties.\*\***

## 2. RISK ASSESSMENT AND INSPECTION.

The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this IFB. Although a complete set of documents will be provided to the Purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

## 3. INSPECTION BY BIDDER.

Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

## 4. LEAD HAZARDS PAMPHLET.

In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home*. A copy of the pamphlet is available from GSA at anytime by calling (312) 353-6039 or may be accessed through GSA's website at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov). GSA encourages every bidder to review this pamphlet prior to submitting a bid.

## 5. ABATEMENT AND CLEARANCE

The Purchaser shall abate all lead-based paint hazards in accordance with 40 CFR 745.227 and other applicable laws and regulations prior to the occupancy of any residential improvements constructed prior to 1960. Title shall be conveyed to the Purchaser in a bill of sale that states these requirements. The

Purchaser shall ensure that a clearance examination is performed in accordance with 40 CFR 227(e) and 24 CFR 35.1340(c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination must indicate that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). The Purchaser shall provide the Government with an executed Certificate of Completion of Lead Abatement prior to said occupancy, a copy of which is set forth in this Invitation for Bids on page 26. The Purchaser must attach to the Certificate a copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 74.227(e)(10). Purchaser shall indemnify and defend the United States for any claims of losses arising from Purchaser's use of improvements built before 1960 that have not been abated by the Purchaser in accordance with the IFB and the deed.

**6. DISCLOSURE FORM.**

Each successful bidder will be required to complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on lead-based paint and/or lead-based paint Hazards* that is found on Page 24 of this IFB, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

**7. NO LAND TO BE CONVEYED.**

Only the house and related improvements are included in this sale.

**BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY  
(To be executed and submitted in duplicate)**

**Residential Structure (Offsite Removal)  
6234 S. Dune Highway, Empire, Michigan  
Sealed Bid Auction  
IFB#: CHICA115013001**

TO: GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION-CHICAGO OPERATIONS BRANCH (1PZC)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Notices and Covenants; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees; if this Bid be accepted within **30 calendar days** after date of Bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which Bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT

In the event this Bid is accepted, the instrument of conveyance should name the following as Grantee(s):

\_\_\_\_\_

BIDDER REPRESENTS: (check appropriate space)

That he/she operates as:

- \_\_\_\_\_ An individual
- \_\_\_\_\_ A partnership consisting of \_\_\_\_\_
- \_\_\_\_\_ A limited liability partnership consisting of \_\_\_\_\_
- \_\_\_\_\_ A corporation, incorporated in the State of \_\_\_\_\_
- \_\_\_\_\_ A limited liability company (LLC) registered with the state of \_\_\_\_\_
- \_\_\_\_\_ A trustee, acting for \_\_\_\_\_

NAME AND ADDRESS OF BIDDER (type or print)

\_\_\_\_\_ Name

\_\_\_\_\_ Street

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

\_\_\_\_\_ Telephone Number Email Address

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: \_\_\_\_\_

SIGNER'S NAME AND TITLE (type or print): \_\_\_\_\_

# CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property  
see Paragraph 5 on page 17-18, "Bid Executed On Behalf Of Bidder" for instructions)

**Residential Structure (Offsite Removal)**  
**6234 S. Dune Highway, Empire, Michigan**  
**Sealed Bid Auction**  
**IFB#: CHICA115013001**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as Bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said Bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of  
its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND  
LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure** (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

XXX Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

The subject property contains lead-based paint due to construction prior to 1978. Please reference Lead-Based Paint Inspection & Risk Assessment Report, Otwell Mawby, P.C., dated July 28, 2014 and October 14, 2014 respectively.

\_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

XXX Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement** (initial)

\_\_\_\_\_ (c) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.



CERTIFICATE OF COMPLETION OF LEAD ABATEMENT

Property (inclusive of Improvements): \_\_\_\_\_ (the "Property").

Name and Address of Purchaser \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mark appropriate boxes with an "X".

\_\_\_\_\_ Purchaser certifies that lead hazards were abated and that the following statements are true:

1. All lead-based paint hazards were abated from the Property in accordance with 40 CFR 745.227(e) and other applicable laws and regulations prior to the occupancy of any residential Improvements.
2. No more than 12 months elapsed from the date on the Government's risk assessment to the time when onsite preparation activities for the abatement commenced, or the risk assessment was made current by the Purchaser prior to the commencement of such activities, at no cost to the Government.
3. A clearance examination was performed in accordance with 40 CFR 745.227(e) and 24 CFR 35.1340 (c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination reveals that clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2).
4. A true and correct copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10), is attached.

\_\_\_\_\_ Purchaser hereby certifies that the Property will not be occupied as a residence.

\_\_\_\_\_ Purchaser hereby certifies that pre-1960 housing will not be used as a residence and will be demolished, in accordance with local laws and regulations.

*Under penalty of perjury, the Purchaser hereby declares that the foregoing statements are true and correct to the best of his or her knowledge and belief.*

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

(Print Name \_\_\_\_\_)