



GSA Office of Real Property Utilization and Disposal

Auction U.S. Government Property

**Former U.S. Coast Guard Duplex
103/105 N. Pier Street
St. Joseph, Michigan 49085**



**Online Auction
Opening Date: August 27, 2020
IFB # CHICA120005001**

Auction Summary

Sale Type: **Online Auction**

Start Date: **August 27, 2020, 2pm Central Time**

End Date: **To Be Determined**

Starting Bid: **\$ 100,000**

Registration Deposit: **\$10,000**

Bid Increment: **See Website**

Property Information and Auction Questions

Lisa Tangney
312-886-9480
lisa.tangney@gsa.gov

Online Auction

RealEstateSales.gov

Send Bidder Registration Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1100
Boston, Massachusetts 02222
Attn: Lawanda Maryland

GSA's Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Go to RealEstateSales.gov for the most up-to-date information on the sale of the Property

TABLE OF CONTENTS

Property Description.....	page 3
General Terms of Sale	page 4
Specific Terms of Sale.....	page 10
Instructions to Bidders.....	page 15
Bidder Registration Form.....	page 22
Certificate of Corporate/ Organization Bidder.....	page 23
EFT Enrollment Form.....	page 24
Exhibit "A" Legal Description.....	page 25
Exhibit "B" Title X Disclosure Form.....	page 26
Exhibit "C" Floor Plan.....	page 27

PROPERTY DESCRIPTION

1. SALE PARCEL DESCRIPTION

Property address: 103/105 N. Pier Street, Berrien County, St. Joseph, Michigan. The property consists of a 4,760 square foot historic duplex constructed of brick and wood with vinyl siding with a large front yard situated along the St. Joseph River. It was acquired by the United States in 1908. Each unit contains 1,512 SF, 3-bedrooms, 1 bath on the second floor with a living room, kitchen and den on the first floor. Each unit contains a partial unfinished basement with 2 outdoor parking spaces per unit. 103 N. Pier was vacated on January 4, 2013. 105 N. Pier was vacated on June 18, 2014.

2. UTILITIES & SERVICE PROVIDERS

Public utilities are available at the site. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact local utility providers for information on the availability of utilities.

3. LEGAL DESCRIPTION

See Exhibit "A"

4. TAX PARCEL ID NUMBER (OR ASSESSOR'S PARCEL NUMBER)

The Tax Parcel ID Number for the subject property is: 11-76-0023-0021-00-5

5. EASEMENTS

The property will be conveyed subject to any and all existing reservations, covenants, servitudes, licenses, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

6. PRESENCE OF MOLD

The Grantee is notified that various forms of mold are present at various locations on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, BUT which NONTHELESS fall within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604(a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores. 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, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

GENERAL TERMS OF SALE

1. DEFINITIONS

The terms described in paragraphs a) through aa) 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) **ADDITIONAL DEPOSIT**

The term “Additional Deposit” is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

c) **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.

d) **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.

e) **AUCTION**

The term “Auction” is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

f) **BACKUP BIDDER**

The term “Backup Bidder” refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

g) **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.

h) **BID INCREMENT**

The “Bid Increment” is a specified amount of money posted on the Website.

i) **BIDDER(S)**

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

j) **BIDDER REGISTRATION FORM**

The term "Bidder Registration Form" refers to the form titled "Bidder Registration Form for Purchase of Government Real Property."

k) **BUSINESS DAY**

The term "business day" means all calendar days except Saturdays, Sundays, and public holidays pursuant to 5 U.S.C. § 6103 subsections (a) & (b)(1).

l) **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.

m) **EIN**

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

n) **GOVERNMENT**

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

o) **GSA**

The term "GSA" refers to the United States General Services Administration, a federal agency.

p) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the "Current Winning Bid" or the "Current Bid".

q) **INACTIVITY PERIOD**

The "Inactivity Period" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

r) **INITIALLY ANTICIPATED CLOSE OF AUCTION**

The "Initially Anticipated Close of Auction" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

s) **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; Specific Terms of Sale; Instructions to Bidders; and Bidder Registration Form for Purchase of Government Real 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 conclusion of the Auction, those addenda and amendments shall be part of the IFB.

t) **PROPERTY**

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

u) **PURCHASE PRICE**

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

v) **PURCHASER**

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

w) **REGISTRATION DEPOSIT**

The term “Registration Deposit” is defined in the Bidder Registration and Deposit Section of the Instructions to Bidders portion of this IFB.

x) **SSN**

The term “SSN” refers to a Social Security Number.

y) **TIN**

The term “TIN” refers to a Taxpayer Identification Number.

z) **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.

aa) **WEBSITE**

The term “Website” refers to the GSA Auctions® website, [GSAuctions.gov](https://www.gsauctions.gov), which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://www.realestatesales.gov).

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 IPZ 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

The Website will be updated to include any dates on which the Property will be open for inspection. 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 start of the Auction. **No one will be allowed access to the Property without the presence of a GSA employee or designee.**

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 Government is offering the Property for sale "AS IS" AND "WHERE IS" disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose. 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 close of the Auction. 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.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a Bid prior to acceptance of an Accepted 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 Governments 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, however, 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 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

- a) Prior to closing, the Purchaser must establish an escrow account with an independent, unaffiliated escrow company (“Escrow Agent”) to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. The Government will provide escrow instructions to the Escrow Agent regarding the recording, disposition of proceeds and related matters.
- b) The closing date of the sale (the “Closing Date”) will be set by the Government and will be no later than sixty (60) calendar days after 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.
- c) By the Closing Date, the Purchaser shall tender to the Escrow Agent the balance of the Purchase Price in the form of a cashier’s check, certified check, or electronic wire transfer. Upon confirmation that Purchaser’s funds have been received by the Escrow Agent and are to the satisfaction of the same, the Government will instruct the Escrow Agent to record and subsequently deliver the deed to the Purchaser. 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 closing date established herein is subject to written approval by the Government. The Government reserves the right to extend the Closing Date, in its sole discretion, for a reasonable amount of time. If the Purchaser requests to extend the Closing Date, the Government reserves the right to refuse the request except for reasonable delays caused solely by the Government or force majeure events. If the Government grants an extension, the Government may condition its approval on such additional terms and conditions it deems, in its sole discretion, are necessary to protect the Government’s interest in the Property, which shall include, except for delays caused solely by the Government or force majeure events, a Liquidated Damages Assessment in addition to the Purchase

Price calculated at a rate of .05% of the outstanding balance of the Purchase Price multiplied by the number of calendar days the closing date is extended (e.g. if the outstanding balance of the Purchase Price is \$100,000.00 and the closing date is extended 15 days, the Liquidated Damages Assessment would be (05% x \$100,000) or \$50 per day x 15 days = \$750.00). Purchaser acknowledges that the Government's actual damages and other costs likely to result from delayed closing are difficult to estimate in advance and would be difficult for the Government to establish with certainty. The parties intend that Purchaser's payment of the Liquidated Damages Assessment would serve only to compensate the Government for a delayed closing requested by the Purchaser, and they do not intend for it to serve as a penalty or punishment for the delayed closing. The Purchaser agrees to deposit such Liquidated Damages Assessment, in the form of a certified check or cashier's check, within five (5) calendar days of receipt of notification of the Government's approval of the requested alternate Closing Date. Failure to provide these funds will result in a default.

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, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal – Chicago Operations Branch (1PZC)
230 S. Dearborn Street
Room 3540 for USPS mail
Room 3329 for Fed Ex & UPS delivery
Chicago, Illinois 60604
Attn: Lisa Tangney

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. ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

SPECIFIC TERMS OF SALE

Notices and covenants pertaining to the following issues will be inserted in the Quitclaim Deed.

1. ENVIRONMENTAL COVENANTS

The Quitclaim Deed by which the property shall be conveyed will include the following language:

HAZARDOUS SUBSTANCE ACTIVITY NOTICE AND COVENANTS: Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(3), the Grantor hereby gives notice that, on the basis of a complete search of agency files, the following hazardous substance(s) was(were) stored for one year or more, or known to have been released, or disposed of on the Property:

Hazardous Substance	CASRN	RCRA /EPA HW#	Storage, release or disposal	Time of storage, release or disposal	Quantity	Remedial action taken (if any)
Lead Based Paint			Release	Chronic release from exterior	unknown	Soils were excavated and properly disposed of in 2015. Confirmation samples indicated that soils at the limits of the excavation were below residential levels.

The Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of conveyance. The Grantor further warrants that the United States of America shall take any additional remedial action which is found to be necessary after the date of this conveyance regarding hazardous substances located on the Property. This covenant shall not apply in any case in which the Grantee, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent, but only to the extent, that such additional remedial action, response action or corrective action, or part thereof, found to be necessary is the result of an act or failure to act of the Grantee, its successor(s), or assign(s) or any party in possession after the date of this conveyance that:

- A. results in a release or threatened release of a hazardous substance or its derivative that was not located on the Property on the date of this conveyance; OR
- B. causes or exacerbates the release or threatened release of a hazardous substance or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
- C. causes or exacerbates the release or threatened release of a hazardous substance or its derivative the existence and location of which was unknown by the Grantor and the Grantee as of the date of this conveyance but which is hereafter discovered by the Grantee, its successors or assigns, or any party in possession.

In the event the Grantee, its successor(s), or assign(s) seeks to have the Grantor conduct or pay for any remedial action, response action, or corrective action, and as a condition precedent to the Grantor incurring any obligation or related expenses, the Grantee, its successor(s), or assign(s) shall provide the Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- A. the claimed hazardous substance or its derivative requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the Grantor was required under law applicable at the time of this conveyance; and
- B. the need to conduct any remedial action, response action, or corrective action, or part thereof, is and was not the result of any act or failure to act by the Grantee, its successor(s), or assign(s) or any party in possession.

The Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property. This reservation includes the right of access to

and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The United States of America shall, to the extent practicable, coordinate any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

2. COVENANT FOR HISTORIC PRESERVATION

By accepting this Deed, GRANTEE acknowledges that all or some of the Property may be eligible for inclusion on the National Register of Historic Places. To the extent all or some of the Property is or may be eligible for inclusion on the National Register of Historic Places, the GRANTEE covenants to:

- (1) maintain and preserve any historic property, personal or real, at, on or associated with the Property in accordance with the recommended approaches in the Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Preservation (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make some or all of the Property eligible for inclusion on the National Register of Historic Places; and
- (2) rehabilitate any historic property, personal or real, at, on or associated with the Property as necessary (such as when repair and replacement of deteriorated features is necessary or when alteration or additions to the Property are planned) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation (Technical Preservation Services for Historic Buildings, National Park Service); and
- (3) preserve distinctive views, vistas, materials, features, finishes, construction techniques and examples of craftsmanship that characterize any historic property at, on or associated with the Property; and
- (4) before undertaking or authorizing any proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of any historic property at, on or associated with the Property, obtain approval from the State Historic Preservation Officer for the State or Commonwealth in which the Property is located (the "SHPO") and the Secretary of the Interior, to ensure consistency with the Secretary of the Interior's Standards for Treatment of Historic Properties Plans; and
- (5) before undertaking or authorizing any ground disturbing activity which would affect archeological resources, obtain approval from the SHPO; and
- (6) include this covenant either verbatim or by express reference in any instrument by which GRANTEE divests itself of any interest in the Property or by which GRANTEE grants or assigns any interest in the Property.

GRANTEE, its successors and assigns, further agree to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to: whether all or some of the Property may be eligible for inclusion on the National Register of Historic Places; the presence of any historic property, personal or real, at, on or associated with the Property; and any related consultation activities; or the protection, preservation, maintenance, rehabilitation, construction, alteration or replacement of any historic property, personal or real, at, on or associated with the Property.

The covenants, conditions, restrictions and obligations set forth in this Historic Preservation Covenant are for the benefit of the State or Commonwealth in which the Property is located. The State or Commonwealth in which the

Property is located may, at its sole discretion and without prior notice to the GRANTEE, convey or assign all or part of its rights contained herein to a third party. The failure of the GRANTOR, or the State or Commonwealth in which the Property is located, to exercise any right or remedy granted pursuant to this covenant shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The GRANTOR hereby reserves to itself and to the State or Commonwealth in which the Property is located, and their respective officials, agents, employees, contractors, and subcontractors, an easement for ingress to, egress from, and access to the Property in, on, over, through, and across the Property to verify compliance with these covenants by the GRANTEE, its successors and assigns.

These covenants shall constitute binding servitudes upon the Property and shall remain and run with the land in perpetuity and shall be enforceable by the GRANTOR, the State or Commonwealth in which the Property is located, or both, unless and until the State or Commonwealth in which the Property is located concurs in writing that sufficient mitigation measures have been taken to eliminate the need for this Historic Preservation Covenant.

3. NOTICE AND COVENANT FOR LEAD-BASED PAINT ("LBP") HAZARDS

The GRANTEE, in accepting this Deed, acknowledges that:

- (1) the GRANTOR has disclosed to the GRANTEE the presence of any known lead-based paint, or any known lead-based paint hazards, regarding the Property;
- (2) the GRANTOR provided the GRANTEE with any lead hazard evaluation report(s) available to the GRANTOR;
- (3) the GRANTOR provided to the GRANTEE a lead hazard information pamphlet, as prescribed by the Administrator of the U.S. Environmental Protection Agency under section 406 of the Toxic Substances Control Act; and
- (4) the GRANTOR provided the GRANTEE with a period of at least ten (10) days to conduct a risk assessment or inspection for the presence of lead-based paint hazards before the GRANTEE became obligated under a contract to purchase the Property.

GRANTOR assumes no liability for damages for property damage, personal injury, illness, disability, or death, to GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured.

GRANTEE, its successors and assigns, covenant and agree that in their use and occupancy of the Property they will comply with all existing Federal, state, local, and any other applicable laws regarding lead-based paint and lead-based paint hazards, such as 24 C.F.R. Part 35 and 40 C.F.R. Part 745, as well as any said laws promulgated in the future.

GRANTEE, its successors and assigns, covenant and agree, that with respect to any improvement located on the Property that is defined as "target housing" by 24 C.F.R. Part 35 and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X (Residential Lead-based Paint Hazard Reduction Act, 42 U.S.C. §§ 4851-4856) before any use of such improvement as a residential dwelling.

GRANTEE, its successors and assigns, further covenant and agree, that with respect to any improvement located on the Property that is defined as "target housing" by 24 C.F.R. Part 35 and constructed prior to 1960, GRANTEE, its successors and assigns, will not occupy such improvement, or allow or cause such improvement to be occupied, unless and until the GRANTOR concurs in writing that all lead-based paint hazards have been abated.

GRANTEE, its successors and assigns, hereby further covenant and agree that any future transfer or conveyance of the Property shall include these covenants unless and until the GRANTOR concurs in writing that all lead-based paint hazards have been abated.

GRANTOR'S concurrence that all lead-based paint hazards have been abated shall not be unreasonably withheld if the GRANTEE, its successors or assigns, at no cost to GRANTOR, demonstrates that all lead-based paint hazards have been abated in accordance with all applicable laws and regulations and at least the following requirements:

- (1) before commencement of on-site preparation activities for abatement, GRANTEE makes current any risk assessment provided by the GRANTOR if more than 12 months have elapsed since the risk assessment was prepared or, in the absence of a risk assessment provided by the GRANTOR, makes a lead-based paint hazard risk assessment;
- (2) following abatement activities, GRANTEE obtains a clearance examination, in accordance with applicable regulations, and conducted by a person certified to perform risk assessments or lead-based paint inspections, which examination must show that the clearance samples meet the standards set forth in 24 C.F.R. Part 35 Subpart R;
- (3) following abatement activities, GRANTEE obtains a clearance report, in accordance with applicable regulations, prepared by a person certified to perform risk assessments or lead-based paint inspections pursuant to 40 C.F.R. § 745.227; and
- (4) GRANTEE provides GRANTOR with copies of any and all clearance examination(s) and clearance report(s).

GRANTEE, its successors and assigns, further agree to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to, the presence of lead-based paint hazards on the Property, any related abatement activities, or the disposal of any material from an abatement process.

These covenants shall remain and run with the land in perpetuity and shall be enforceable by the GRANTOR, the State or Commonwealth in which the Property is located, or both. The GRANTOR hereby reserves to itself and to the State or Commonwealth in which the Property is located, and their respective officials, agents, employees, contractors, and subcontractors, an easement for ingress to, egress from, and access to the Property in, on, over, through, and across the Property to verify compliance with these covenants by the GRANTEE, its successors and assigns.

4. NOTICE OF THE PRESENCE OF ASBESTOS-CONTAINING MATERIALS-WARNING!

Notice of the Presence of Asbestos

(a) The Grantee is warned that the Property is presumed to contain asbestos-containing materials in the electrical wire wrap and carpet mastic per the Asbestos Containing Material Survey Report (AMEC Environment and Infrastructure, Inc. April 2014). Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Grantee is invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to conveyance. The Grantor will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in this conveyance document and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is

believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, licensees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The Auction opens on August 27, 2020 at 2:00 PM. (Central Time).

2. TYPE OF SALE

The sale of the Property will be conducted through an online auction on the Website (the “**Auction**”).

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. The Purchaser must arrange for its own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

4. STARTING BID

The amount of the starting Bid is \$100,000.00. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) **Complete Online Registration:** Bidders must register online at RealEstateSales.gov. Click on “Register”, establish a Username and Password and provide the requested account information including a valid email address. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAuctions.gov [FAQ](#) page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The identity and credit card information you provide at registration is used strictly for authentication purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://realestatesales.gov/html/static/faq.htm>.

- (2) **Complete Registration Form:** Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) **Provide Registration Deposit:** A deposit in the amount of \$10,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

Note: The U.S. Treasury only allows for credit cards to be processed with a maximum limit of \$99,999.99 per transaction. In the event your Registration Deposit is to be greater than that amount and use of credit cards is not practical, please remember to remove all references to credit cards in this paragraph and on the Bid Form.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1100
Boston, Massachusetts 02222
Attn: Lawanda Maryland

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (617) 565-5720. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

- c. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

BIDDING IN GENERAL

- a) After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Property. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's username and password.

The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check its bidding status by clicking on the "Bid History" section of the Website.

- b) Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.
- c) Bids must be submitted without contingencies.
- d) The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures its default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

6. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity on the Website. Bids are immediately posted on the Website upon receipt. If a Bidder does not have the High Bid and the Auction has not closed, that Bidder can place another Bid. Bids cannot be lowered or canceled provided, however, that a Bidder can decrease the maximum amount of its proxy Bid to the extent and in the manner described in the Flat Bidding and Proxy Bidding; Increasing a Bid Online Section below.

If a Bid is not accurately shown on the Website, call GSA at 617-565-5700. Bidders are urged to pay close attention to the Website which will contain new, revised, and useful information regarding the High Bid, the Bid Increment and the closing date of the Auction. It is each Bidder's responsibility to monitor the Website for any updates to the Property and the IFB.

7. FLAT BIDDING AND PROXY BIDDING; INCREASING A BID ONLINE

- a) The Website allows Bidders to place flat Bids or proxy Bids:
 - 1. A flat Bid is a Bid with an amount that is at least the then lowest amount that the Website will allow to be placed in order to participate in the Auction. This means that a flat Bid will be either: (i) an amount that is at least the starting amount of the Auction (if a Bidder is the first Bidder to place a Bid); or (ii) an amount that is at least the then current High Bid plus the Bid Increment. This amount will not increase unless such Bidder manually submits another Bid on the Website.
 - 2. Proxy bidding provides a Bidder with the ability to submit a Bid with a maximum amount that a Bidder is willing to pay for the Property, provided, however, that such maximum amount must be greater than the then current High Bid plus the Bid Increment. Note that such maximum amount does not need to be a numeric multiple of the Bid Increment, but must be a whole dollar amount. If a Bidder uses proxy bidding, the Website will automatically incrementally Bid on that Bidder's behalf to keep that Bidder's Bid as the then current High Bid until such maximum amount is reached. This means that, in certain instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The maximum amount that a Bidder includes in its proxy Bid is not disclosed to other Bidders.
- b) If a Bidder selects to receive e-mail notifications during registration, the Website will provide notification to such Bidder if its Bid is no longer the then current High Bid. If a Bidder desires to submit another Bid, it can submit another flat Bid or reset its maximum Bid amount under its proxy Bid until such time that the Auction closes. The Registration Deposit will apply to all subsequently placed Bids.
- c) When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Property will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Property even if the higher maximum amount does not exceed the lesser maximum amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.
- d) A Bidder may increase or decrease its maximum amount under its proxy Bid at any time provided, however, that a Bidder may not decrease its maximum amount below the then current High Bid plus Bid Increment. If a Bidder's Bid is the then current High Bid, increasing such Bidder's maximum amount under its proxy Bid will not increase such High Bid unless and until another Bid is placed.

- e) All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at any time prior to the close of the Auction.

8. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit a Bid or the inability of the Government to receive a Bid for whatever reason. Failure to receive a Bid may include, but is not limited to the following:

- a) Receipt of a garbled or incomplete Bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a Bid.
- f) Failure of Bidder to properly identify the Bid.
- g) Security of Bid data.
- h) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i) Unavailability of GSA personnel.

If a Bid is not accurately shown or a Bidder cannot enter a Bid on the Website, call GSA at 617-565-5700 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

9. AUCTION CLOSE

a) Posting of the Initially Anticipated Close of Auction. The Government will post on the Website a date and time on which the auction is anticipated to close (the “**Initially Anticipated Close Date**”). Such posting will be made at least three business days prior to the Initially Anticipated Close Date. At the time of such posting, the time remaining prior to the Initially Anticipated Close Date will be shown on a “countdown clock” on the Website.

b) Inactivity Period and Closing of Auction. In order for the Auction to close, the High Bid must remain unchanged for twenty-four hours (the “**Inactivity Period**”). The Inactivity Period will be posted on the Bidding Details section of the Website for the Property, after the announcement of the Initially Anticipated Close Date. If a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. The “countdown clock” will adjust accordingly to show the time remaining prior to the new anticipated close of the Auction. Each time a new High Bid is placed during an Inactivity Period or such maximum amount under a proxy Bid is changed during an Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. If the High Bid remains unchanged for a full twenty-four hour Inactivity Period, the Auction will close.

Notwithstanding the foregoing, the Auction will not close if the Inactivity Period ends between: (i) 12:01 a.m. on Saturday through 11:59 p.m. on Sunday (“Weekend”); or (ii) 12:01 a.m. through 11:59 p.m. on any Federal Holiday (“Federal Holiday”). If the Inactivity Period ends on a Weekend or Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday.

Federal Holidays are listed here. (<https://www.opm.gov/faqs/OA.aspx?fid=e64d74ab-20a3-484c-8682-d2a2b46c22da&pid=c41e6beb-0c14-449d-bde5-355a3a3014cd>). Examples are in the table below:

<i>Bid made on:</i>	<i>New closing time</i>	<i>New Inactivity Period</i>
<i>9 pm on Friday</i>	<i>9 pm on Monday</i>	<i>72 hours</i>
<i>11:30 am on Saturday</i>	<i>11:30 am on Monday</i>	<i>48 hours</i>
<i>4:40 pm on Sunday</i>	<i>4:40 pm on Monday</i>	<i>24 hours</i>

Bidders are responsible for monitoring the Website for the posting of the Initially Anticipated Close Date, the Inactivity Period, and any adjustments to the time and date of the anticipated close of the Auction.

10. CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 60 calendar days after the close of the Auction; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 60 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance. Notwithstanding the foregoing, the Bid of the Backup Bidder shall be deemed to be a continuing offer to purchase the Property for the period of time that the Government retains the Registration Deposit of the Backup Bidder, as further described in the “Backup Bidder” Section below.

11. GOVERNMENT’S RIGHT TO ACCEPT A BID

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that 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.

12. BID EXECUTED ON BEHALF OF BIDDER

a) **ATTORNEY OR AGENT.** If the Bidder Registration Form is executed by an attorney or agent on behalf of the Bidder, it shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.

b) **PARTNERSHIP.** If the Bidder is a partnership and all partners sign the Bidder Registration Form and attest that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, then the names of all those except limited partners must be furnished on the Bidder Registration Form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bidder Registration Form on behalf of the partnership.

c) **OTHER ENTITY.** If the Bidder is an entity other than a partnership (i.e. incorporated corporation, limited liability corporation, municipality, etc.), the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed and accompany the Bidder Registration Form. Such certificate must be executed under the seal of the Bidder by a duly authorized officer of the entity other than the officer signing the Bidder Registration Form. In lieu of the Certificate, there may be attached to the Bidder Registration Form, copies of so much of the records of the entity as will show the official character and authority of the officer signing the Bidder Registration Form, duly certified by the secretary or assistant secretary, under the seal of the entity, to be true copies.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or its duly authorized representative at the fax/phone number or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a

Registration Deposit, as described in the Refund of Registration Deposits Section below. The processing of a Registration Deposit by the Government shall not, in itself, constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Auction for any reason (or no reason) without accepting any Bid and, further, has the right to resume the Auction or start a new auction at any time. In the event of a temporary suspension of the Auction due to technical problems or other bidding issues, the Government will re-open bidding with the High Bid that was posted to the Website immediately prior to the occurrence of such problems or issues, and allow the Auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale of the Property and/or Auction at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

15. ADDITIONAL DEPOSIT AND TRANSACTION CLOSING

- a) Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, equal to at least ten percent (10%) of the Purchase Price (the "Additional Deposit"), in addition to any prior funds previously provided to the Government by the Purchaser. Failure to provide the Additional Deposit will result in a default and forfeiture of any and all funds previously provided to the Government by the Purchaser.
- b) If the Purchaser requests and the Government approves an alternate Closing Date more than sixty (60) calendar days from the date of award, the Purchaser agrees to further deposit an additional amount, in the form of a certified check or cashier's check, which equals at least twenty five percent (25%) of the Purchase Price (the "Closing Extension Deposit"), in addition to any funds previously provided to the Government by the Purchaser. Failure to provide the Closing Extension Deposit at least ten (10) days before the Closing Date or within three (3) business days of the Government's approval of an alternate Closing Date, whichever is earlier, will result in a default and forfeiture of any and all funds previously provided to the Government by the Purchaser.
- c) Except as set forth herein, any and all funds provided to the Government by the Purchaser shall be applied towards payment of the Purchaser's Purchase Price obligation to the Government. The remaining balance of the Purchase Price in the form of a certified check, cashier's check or electronic wire transfer is payable on the Closing Date, subject to any terms and conditions herein. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total Purchase Price.

16. REFUND OF REGISTRATION DEPOSITS

- a) Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by EFT. Bidders will be required to provide GSA with a TIN to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a SSN or an EIN. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- b) The Registration Deposit received from the Backup Bidder will be held in the manner described in the section immediately below. The Registration Deposit of the Bidder with the Accepted Bid will be held in accordance with the Agreement of Sale. All other Registration Deposits will be processed for refunds after the close of the Auction, or upon written request to withdraw from the Auction, unless the bidder is the first or second high bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

17. BACKUP BIDDER

The Government may elect to accept the Bid of the Backup Bidder if the Bidder of the originally Accepted Bid is unable to fully complete the transactions according to the terms and conditions of this IFB including, without limitation, if such Bidder fails to provide the Additional Deposit. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the Bidder of the originally Accepted Bid completes the transactions. If the Government elects to accept the Bid of the Backup Bidder, then the Backup Bidder becomes the Purchaser under the Agreement of Sale.

The Registration Deposit of the Backup Bidder will be returned in the event the Government does not elect to accept the Bid of the Backup Bidder. In the event that the Government is unable to complete the transaction with both the Bidder of the originally Accepted Bid and with the Backup Bidder, the Government reserves the right to consider the other remaining Bid(s) and accept any of the same if it is in the best interest of the Government, as determined by the Government in its sole discretion provided, however, that the Government will use the same evaluative factors described in the Government's Right to Accept a Bid Section above.

18. ADDITIONAL INFORMATION

GSA will make reasonable efforts to answer requests for additional information concerning the Property to facilitate preparation of Bids.

19. BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Property on the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory when made available on the Website

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

**BIDDER REGISTRATION FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

**Former USCG Duplex
103/105 N. Pier Street
St. Joseph, MI 49085**

**Sale/Lot Number: CHICA120005001
REGISTRATION DEPOSIT: \$10,000.00**

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) See Bid Executed on Behalf of Bidder Section of the Invitation for Bids for instructions:

- An individual _____
- A partnership consisting of _____
- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- A trustee, acting for _____
- Other _____

Registration Deposit (check one):

By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)

By Credit Card: _____ Exp: ____/____/____ CSC/CVC _____

- Visa MasterCard
- Discover American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder will be bound by any and all bids placed online at <http://www.realestatesales.gov> for the purchase of the property described in Invitation for Bids No. CHICA120005001 (the "IFB"). The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above-referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Attn: Lawanda Maryland
10 Causeway Street, Room 1100
Boston, MA 02222

FAX: (617) 565-5720 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

**Former USCG Duplex,
103/105 N. Pier Street
Berrien County
St. Joseph, Michigan 49085**

I, _____, certify that I am _____
(Secretary or Other Title)

of the corporation/organization named as the bidder in the Bidder Registration Form for Purchase of
Government Property (the "Form"); that _____ signed the Form
(Name of Authorized Representative)

on behalf of such bidder as the _____ of said
(Official Title)

corporation/organization; that the Form was 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; and that any bid placed for the purchase of the property is authorized by
said corporation/organization and within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

**Use this form to enroll in Direct Deposit of your federal payment from the
U.S. General Services Administration**

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name					
Financial Institution Phone Number		()			
Financial Institution Routing Transit Number (RTN)					
Depositor Account Title					
Depositor Account Number					
Account Type	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings			
Company/Payee Contact Person					
Phone	()				
MUST HAVE SIGNATURE Company/Payee Authorized Signature					

**FAX to GSA Real Property Utilization and Disposal at (617) 565-5720
FAX to Real Property Utilization and Disposal Finance at (816) 823-5507**

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL B

THAT PART FRACTIONAL SECTION 23, TOWNSHIP 4 SOUTH, RANGE 19 WEST, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, (AKA-LOTS 1 AND 2, BLOCK 1, NORTH SIDE COMPANY'S PLAT. OF ST. JOSEPH, CITY OF ST. JOSEPH, BERRIEN COUNTY, STATE OF MICHIGAN) DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE WEST ON THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2651.54 FEET; THENCE SOUTH PERPENDICULAR TO SAID NORTH SECTION LINE 606.75 FEET; THENCE SOUTH 36° 19' 23" WEST 181.37 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH PIER STREET; THENCE NORTH 56° 34' 45" WEST ON SAID SOUTHWESTERLY RIGHT OF WAY LINE 257.24 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 34° 01' 49" WEST 150.00 FEET; THENCE NORTH 56° 31' 52" WEST 100.00 FEET; THENCE NORTH 34° 01' 49" EAST 149.92 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH 56° 34' 45" EAST ON SAID SOUTHWESTERLY RIGHT OF WAY LINE 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.34 OF AN ACRE MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED TO A FULL AND ACCURATE TITLE SEARCH.

THIS SURVEY WAS PREFORMED WITH AN ERROR OF CLOSURE NO GREATHER THAN 1 IN 5000.

THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED, EXCEPT FOR PAPER SIZE.

BEARINGS ARE RELATED TO A SURVEY BY WIGHTMAN & ASSOCIATES, INC., DRAWING NUMBER A-13316, DATED 4/24/1991.

EXHIBIT "B"
UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Description of Real Property for Sale

The real property is located at 103/105 N. Pier Street, St. Joseph, Michigan (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. CHICA120005001 to _____ (the "Purchaser").

Lead Based Paint Hazard 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Seller is aware that the Property was built before (circle): 1978 1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/ Paint Inspection (required for housing built before 1978): Yes or No
 Other Records: _____.

Purchaser's Acknowledgment

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

For housing built before 1960, Purchaser agrees to abate any lead-based paint hazards, at no cost to the United States of America, prior to allowing residential occupancy of the Property. In addition, the Purchaser agrees to provide the Seller and the Agent a fully executed Certificate of Completion of Lead Abatement prior to such occupancy.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, and the obligation to abate lead hazards from housing built before 1960 before occupancy: (initial/date)

Agent's Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

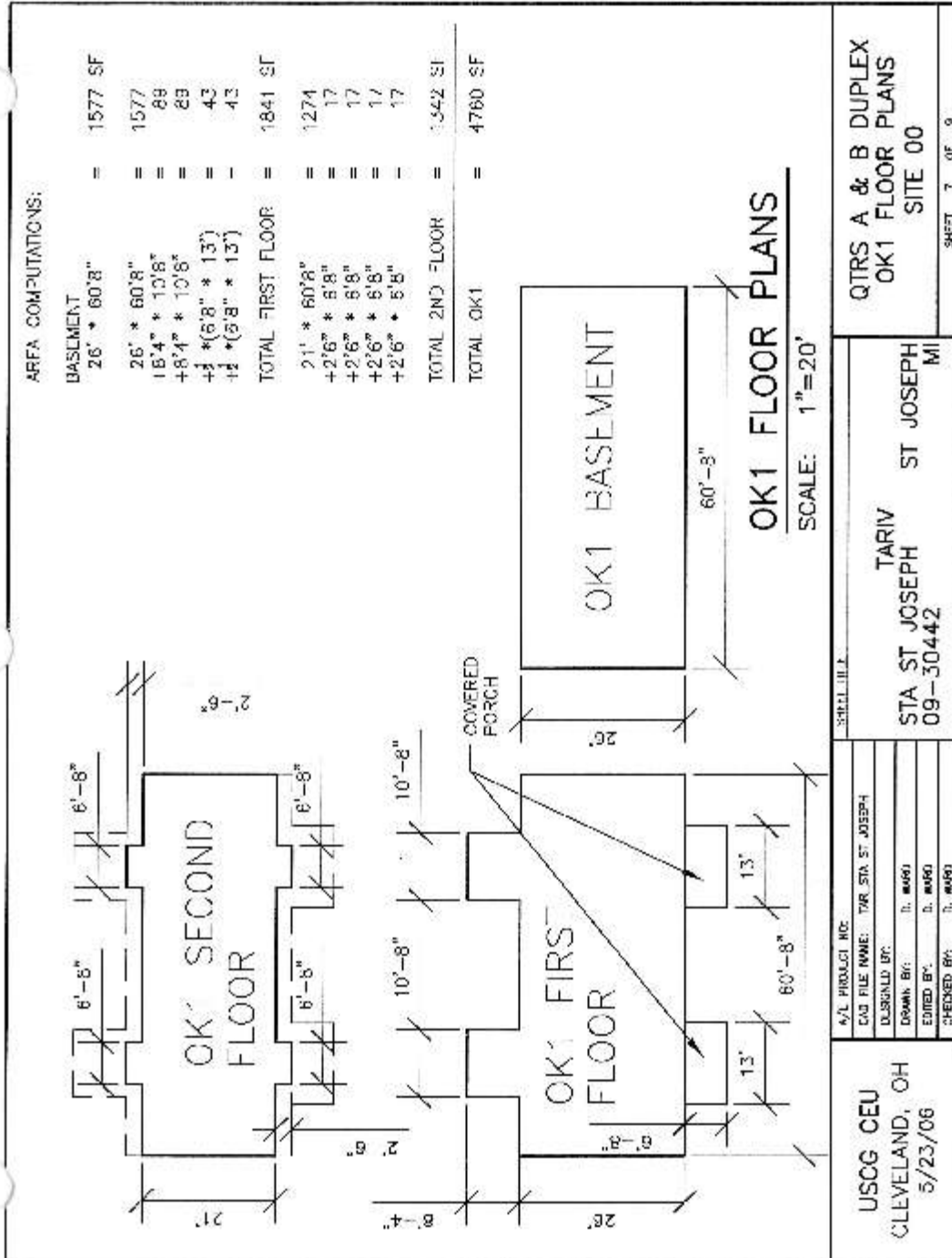
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____ Date _____
 SELLER

Signature _____ Date _____
 PURCHASER

Signature _____ Date _____
 AGENT

EXHIBIT "C"
FLOOR PLAN



USCC CEU CLEVELAND, OH 5/23/06	4/L PROJECT NO:	SPILL III.1
	CAD FILE NAME:	TAR STA ST JOSEPH
	DRAWN BY:	D. MARR
	EDITED BY:	D. MARR
	CHECKED BY:	T. MARR
	TARIV	ST JOSEPH MI
	STA ST JOSEPH	09-30442
	QTRS A & B DUPLEX	OK1 FLOOR PLANS
		SITE 00
		SHEET 7 OF 9