



**Office of Real Property Utilization and Disposal
U.S. General Services Administration
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY
Cotton Annex
300 12th Street, SW
IFB Number DCNCR017001001
GSA Control No. DC-0510-AB
Issued on 12/1/2016**

This Property is located at 300 12th Street, SW Washington, DC 20407. The Property contains approximately 1.41 acres and is improved with six story building with approximately 118,456 gsf.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

<p>Auction Summary</p> <p>Sale Type: Online Auction</p> <p>Start Date: December 1, 2016</p> <p>End Date: January 31, 2016</p> <p>Starting Bid: \$ 5,000,000</p> <p>Registration Deposit: \$ 1,000,000</p> <p>Bid Increment: \$ 250,000</p>

**Send Bid Form and Registration
Deposit to:**

U.S. General Services Administration
Real Property Utilization and Disposal (WPTZ)
301 7th Street, SW, STE 7600
Attn: Chafula Abdullah, RPA®

Property Disposal Web Page
<https://propertydisposal.gsa.gov>

Inspection Opportunities:
TBD

Sales Information

Chafula Abdullah, RPA®
202 619-8949
chafula.abdullah@gsa.gov

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Chafula Abdullah, RPA®
202 619-8949
chafula.abdullah@gsa.gov

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

300 12th Street, SW Washington, DC 20407

2. SALE PARCEL DESCRIPTION

The Agriculture Annex Building (also referred to as the Cotton Annex) is a 50,967 USF / 79,385 RSF /118,456 GSF building, located at 300 12th Street, SW. It was built in 1937, and in October 2015 was listed on the National Historic Register of Historic Places. It most recently served as office space until it was vacated in 2007. The building is currently functionally obsolete and will require a complete renovation to: (i) bring it into compliance with current building codes, (ii) complete remediation of several environmental issues, and (iii) address life and safety issues. The Federal Protective Service ("FPS") currently occupies the parking lot of the Cotton Annex for their Vehicle Inspection Facility and is anticipated to vacate the Property on or prior to January 31, 2017, but in any event will vacate the property prior to closing of the transaction.

3. DRIVING DIRECTIONS

The property is located at 300 12th Street, SW directly across from the Smithsonian Metro Station in the heart of the National Mall. It is in close proximity to major thoroughfares such as Interstates 295 & 395.

4. LEGAL DESCRIPTION

The parcel is identified as Lot 805 of Square 326 in the tax assessment records of the District of Columbia. The parcel has a street address of 300 12th Street, SW.

Legal Description of Part of A&T Lot 805, Square 326

The parcel is identified as Lot 805 of Square 326 in the tax assessment records of the District of Columbia. The parcel has a street address of 300 12th Street, SW.

Being part of Assessment and Taxation ("A & T") Lot 0805 of Square 326 as recorded in the Office of the Surveyor for the District of Columbia as Assessment and Taxation Plat 3534-V.

Beginning at the southwesterly corner of Square 326, said corner being at the intersection of the north line of D Street, SW (width varies) and the east line of 12th Street, SW (85 feet wide); thence running with said east line of 12th Street, SW

1. Due North, 307.75 feet (per record and survey) to a point at the intersection with the southerly line of former C Street, SW, closed as shown on a plat of closing recorded September 10, 1965 in the said Records of the Office of the Surveyor in Subdivision Book 133 at Page 25; thence binding on and running with said southerly line and in, through, over and across said A&T Lot 805
2. Due East, 186.00 (per record and survey) to a point on the westerly line of 12th Street Expressway, SW (variable width) as shown on a Transfer of Jurisdiction Plat recorded on November 15, 1960 in Subdivision Book 140 at Page 197; thence binding on and running with said westerly line the following two (2) courses and distances
3. South 31° 11' 20" East, 28.97 feet (per record and survey) to a point; thence
4. Due South, 282.97 feet (per record and survey) to the north line of D Street, SW, said point being at the intersection of the west line of 12th Street Expressway, SW and the north line of D Street, SW; thence running with said north line
5. Due West, 201.00 feet (per record and survey) to the point of beginning;

Containing a computed area of 61,672 square feet per record and survey of 1.41579 acres of land, more or less.

5. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

Lot numbered 805 in Square 326
SSL: 0805 0326
Washington, DC

As shown on A&T Plat 3534-V on file among the Records of the Office of the Surveyor for the District of Columbia.

6. UTILITIES & SERVICE PROVIDERS

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

Gas and Electric

Washington Gas: (202) 624-6049
Pepco: (202) 833-7500

Telephone

Verizon: 1-800-837-4966

Water, Sewer and Storm Drain

DC Water: (202) 787-2000

Solid Waste Disposal

DC Department of Public Works: (202) 673-6833

TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale (if applicable); Bidder Registration and Bid Form for Purchase of Government Property; associated leasebacks (if applicable), and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

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

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale. GSA has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

d. PROPERTY

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

e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

m. WEBSITE

The GSA Auctions® website, GSAuctions.gov, 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. Additional information can also be found at propertydisposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (WPTZ) 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 contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be made open for inspection. Tour dates, time, and registration procedures are located at the following website:

<https://realestatesales.gov/gsauctions/aucpbsindx/?sl=DCNCR017001001>

No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. 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 auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction 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. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. 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 purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Quitclaim Deed and is provided in the Notices and Covenants section.

6. ZONING

The Property is subject to the jurisdiction of the District of Columbia Office of 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; and 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 contract resulting from this IFB.

For more information contact:

DC Office of Zoning
(202) 727-6072
dcoz@dc.gov

7. RISK OF LOSS

As of the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes 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

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property 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 Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their 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 premises and Property involved, as it 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 for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. A bill of sale will be utilized to convey personal property, if necessary. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, 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 any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On 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 Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date.

17. DELAYED CLOSING

Any change to the established closing date is subject to the 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 \$1000.00 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.

18. 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.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (WPTZ)
301 7th Street SW, Room 7600
Washington, DC 20407
Attn: Chafula Abdullah, RPA®

19. OFFICIALS NOT TO BENEFIT

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

20. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government 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, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on December 1, 2016 at 9 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance 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 this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. 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. 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.

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..

A credit card validation process will be conducted 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 credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file.** For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

- (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 \$1,000,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or certified check. 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."

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.

- 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
Real Property Utilization and Disposal (WPTZ)
301 7th Street, SW, Room 7600
Washington, DC 20407
Attn: Chafula Abdullah, RPA@

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. 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.
- d. 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.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and Password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (202) 215-2127 or Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed.

Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or 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 bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (202) 205-2127 or (202) 401-5806 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

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for bid acceptance will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder

agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. 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 their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The 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.

If the bidder is a partnership, and all partners sign the bid, with a notation 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 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. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

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 their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. 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 without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. 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

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 an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (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.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest 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 second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Page 15, Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. 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 conclusion of the online auction. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
 - 1) This covenant shall not apply:
 - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response 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 either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
 - 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
 - (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof 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.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to 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, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. 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. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

The Purchaser of any interest in real property on which a building 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 converting the Property to a residential dwelling.

ASBESTOS CONTAINING MATERIALS

- a. Bidders are warned that the Property contains asbestos-containing materials. 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. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders 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 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 IFB 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 and/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 Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser'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 sale, 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.

AS-IS, WHERE-IS PROVISION

- a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee’s representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property’s conditions except as set forth in the contract, Grantee is relying solely and wholly on Grantee’s own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may or may not be of record and Grantee is advised to examine all public records available regarding the property.
- b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.
- c. Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA covenant or any other statutory obligations.

HISTORIC AND CULTURAL PRESERVATION COVENANT

For the Cotton Annex Building at 300 12th Street, SW, the U. S. General Services Administration (GSA), as Grantor, will place covenants in its deed and any necessary contractual documents requiring the acquiring entity to obtain the approval of the District of Columbia State Historic Preservation Officer (DC SHPO) for development plans that are consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Prior to effectuating the deed, GSA and the DC SHPO will confirm the covenants with the acquiring entity while ensuring acceptable compliance of its provisions.

The covenants are proposed to be substantially in the form enclosed herein and recorded with the deed by the Grantee:

WHEREAS, the U.S. General Services Administration (GSA), the Grantor, is responsible for compliance with Federal government procedures for the protection of historic properties (36 CFR Part 800);

WHEREAS, consistent with 36 CFR 800.5(a)(2)(vii) and in fulfillment of Grantor’s responsibilities to provide adequate and legally enforceable restrictions or conditions to ensure the long-term preservation of the Cotton Annex Building (Property, as previously defined), Grantor requires that the Property be encumbered by these Historic Preservation Covenants;

WHEREAS, these Historic Preservation Covenants relate directly to the Property and to any alteration, restoration, rehabilitation, or modification of any building structure, or other improvements on the

Property, and to the design and construction or alteration of any new building, structure , or other improvements on the Property;

WHEREAS, Grantee acknowledges that the Cotton Annex Building is listed in the National Register of Historic Places and the District of Columbia Inventory of Historic Sites;

WHEREAS, Grantee acknowledges that any proposed alteration, restoration, rehabilitation, modification, or any development or new construction involving the Property will affect the Property's historic integrity, character, and significance as determined by the DC SHPO; and

WHEREAS, Grantee acknowledges that the purpose of these Historic Preservation Covenants is to preserve the Cotton Annex Building and its significant, character-defining features.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as covenants as if fully set forth herein, Grantee covenants for itself, its successors and assigns and every successor-in-interest to all or any portion of the Property, that the Property be conveyed subject to the following covenants, conditions, restrictions, and limitations (collectively, the Historic Preservation Covenants, also referred to hereinafter individually as a Condition), which are covenants running with the land and which shall bind all future owners thereof with the same force and effect as if all such future owners had by express agreement in writing assumed to perform and observe all of said Historic Preservation Covenants.

- (1) Any alteration, restoration, rehabilitation or modification of existing buildings or structures on the Property, and any development or new construction on the Property, shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Rehabilitating Historic Buildings (U. S. Department of the Interior National Park Service, 1992), as the same may be amended from time to time;
- (2) Any alteration, restoration, rehabilitation, or modification of existing buildings or structures on the Property and any development or new construction on the Property, including but not limited to design and construction plans, shall be subject to review by the DC SHPO, and no final construction permit for such alteration, restoration, rehabilitation, or modification or any development or new construction may be cleared by the DC SHPO for issuance unless and until the DC SHPO issues a written determination that compliance with Condition No. 1 has been achieved, which issuance shall not be unreasonably withheld or delayed.
- (3) In the event of a violation of any provision of the Historic Preservation Covenants, the DC SHPO may, following notice to Grantees and a reasonable opportunity to cure, request the Attorney General for the District of Columbia to institute suit to enjoin any such violation and obtain any appropriate legal or equitable remedies to require full and immediate compliance with the Historic Preservation Covenants described herein; and
- (4) The Historic Preservation Covenants shall be effective upon the date of the recordation of this instrument, and are binding in perpetuity.

The acceptance of this instrument shall constitute conclusive evidence of Grantee's agreement to be bound by the Historic Preservation Covenants and to perform the obligations set forth herein.

POLYCHLORINATED BIPHENYLS (PCBs) / MERCURY

The Deed shall contain the "Notice of Presence of Polychlorinated Biphenyls (PCBs) / Mercury" as shown below:

The Property contains polychlorinated biphenyls (PCBs) resulting from the operation and spill of Transformer #11 that occurred during a transition to non-PCB fluid in 1991, light ballasts, and mercury containing gauges. No warranties, either expressed or implied, are given regarding the condition of the

Property. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall conditions of all or any portion of the Property, including any PCB and mercury hazards or concerns.

The Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, including members of the general public, arising from or incident to purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs on the Property whether the Grantee has properly warned or failed to properly warn the individuals injured.

The Grantee agrees, by acceptance of this Quitclaim Deed, for itself, its successors and assigns, and each successor in interest to the Property or any portion thereof that, in its use and occupancy of the Property, it will comply will all Federal, state, and local laws pertaining to PCBs and mercury.

PRESENCE OF MOLD

The Grantee is notified that various forms of mold are present at various at various locations in the subject building on the Property. Results of previous studies performed by the United States are available to the Grantee. Mold and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls 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.

Information provided to the Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but 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, employes, invitees, or any other person subject to the Grantee's control or direction.

ACCESS EASEMENT

The Government will provide the GRANTEE with an access easement over the closed C Street Right of Way to allow ingress and egress to and from the Property. The access easement will be substantially in the form of Attachment #1, and will be executed concurrently with deed when title is transferred. The access easement woud terminate in the event that the close C Street Right of Way is dedicated back to the District of Columbia as a public street.

SPECIAL UTILITY NOTICE INCLUDING NOTICE REGARDING GRANTOR'S PERPETUAL RESERVATION OF AND RIGHT OF ACCESS TO UNDERGROUND CHILLED WATER LINES

The GSA Central Heating and Refrigeration Plant (CHRP) owns and operates three pairs of chilled water lines (supply and return) that traverse the Cotton Annex Site in an East-West Direction (referred to collectively herein as "the lines"). It is anticipated that GSA's requirement to access the lines would be infrequent. Points of isolation for the lines are located within the CHRP facility, located at 325 13th St. SW.

The lines, whose approximate locations are shown on Attachment 2, are generally comprised of:

- a. Supply and return for the Property approximately 10' below grade running about 10-15' north of the Cotton Annex building (currently not in service), which are not operational at present.
- b. Presently operational supply and return for a Federal agency approximately 8-15' below grade running under the Property's northerly sidewalk. These pipes are 20" in diameter. Markers are in place to identify these pipes' location.

- c. Presently operational supply and return for a Federal agency approximately 4-10' below grade running under the Property's south parking lot. These pipes enter the parking lot at 24" diameter and transition to 30" diameter in the parking lot.

. The following terms and conditions pertain to the lines:

- a. The lines shall remain the property of the Grantor after closing, not conveying with the balance of the Property;
- b. Grantor will retain a permanent right of access for any required maintenance and repair of the lines. Grantor will provide a minimum of seven (7) calendar days' notice of the need for access in a non-emergency situation, and, to the greatest extent possible, provide a minimum of twenty four (24) hours' notice if emergency repairs are required, *provided further that* the Grantor and Grantee may establish a mutually agreeable written access protocol;
- c. No structures interfering with Grantor's ability to access the lines may be constructed without Grantor's prior written permission; and
- d. The Grantee may relocate the lines at their sole expense, provided that the Grantor has approved all aspects of the relocation, including but not limited to relocation route, construction materials, design criteria, and design and construction documents. *Provided that*, the lines south of the Cotton Annex building are used continually throughout the year, and that any disturbance to this line set shall be approved by and coordinated with GSA and shall involve a minimal amount of downtime to avoid adverse effects to GSA operations.

The Grantee is further advised that the current electrical feed for the Property originates in the main Agriculture building, crosses C St at the 12th St intersection, and is routed through CHRP's basement area and out 12th St to the Property. This electrical feed is energized and supplies 13.8 kV. Grantee's plans and/or scope of work for abandonment of this feed, which abandonment is required within 30 calendar days of closing, shall be reviewed and approved by GSA in writing prior to commencing work.

The Grantee is further advised of the existence of a concrete pipe chase containing a steam supply line and condensate return line running between a steam tunnel under C Street and within the boundary of the north side of the Property. These steam and condensate lines are isolated in the steam tunnel as they have been out of service for several years. If Grantee excavates the pipe chase, the steam line, condensate return line, and concrete pipe chase shall be sealed at the property line at Grantee's sole expense, and subject to Grantor's written approval of construction materials, design criteria, and design and construction documents.

DOCUMENT BOX

If any document box is found, which should be located behind a cornerstone or other such identifiable monument, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Administration, Washington, DC.

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

300 12th Street, SW
SALE # DC-0510-AB
IFB #: DCNCR017001001
REGISTRATION DEPOSIT: \$1,000,000.00

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 Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder 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)

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within thirty (30) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. DCNCR017001001 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit 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 is not the Purchaser, the Registration Deposits will only be refunded 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 to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (WPTZ)
301 7th Street SW
Washington, DC 20407
Attn: Chafula Abdullah, RPA®

FAX: (202) 205-5295

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

300 12th Street, SW
Washington, DC 20407

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

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)

Attachment 1 – Form of Access Easement

Form of Perpetual Access Easement

On this ____ day of _____, 20__, GRANTOR hereby expressly conveys to GRANTEE, a perpetual and assignable non-exclusive easement (“the Access Easement”) for vehicular ingress and egress to the 300 12th Street, SW, (“ The Property”). The “Access Easement Area”, described in Exhibit A, shall be subject to the following terms and conditions:

- A. Permitted Users. The Access Easement Area may be used by the GRANTEE and their respective officers, directors, agents, contractors, subcontractors, licensees, employees and invitees (GRANTEE, its successors and assigns, and other permitted users of the Access Easement shall be hereinafter referred to as “Permitted Users”) solely for the purpose of providing vehicular and pedestrian ingress to and egress between the publicly-dedicated right-of-way known as 12th Street, SW and the Property, subject to paragraph F of this Access Easement. The GRANTOR and GRANTEE shall be responsible for any damages resulting from the use of the Access Easement Area by such party’s Permitted Users. GRANTOR and its Permitted Users and GRANTEE and its Permitted Users, shall each have sole risk and liability for their own respective use of the Access Easement Area and in no event shall (i) GRANTOR have any liability by reason of use of the Access Easement Area by GRANTEE or its Permitted Users, or (ii) GRANTEE have any liability by reason of use of the Access Easement Area by GRANTOR or its Permitted Users.
- B. Perpetual Easement. The Access Easement shall be perpetual in duration and shall run with the land and benefit and burden the Property.
- C. No Interference. No Permitted User of the Access Easement Area shall block or obstruct the Access Easement Area, or authorize or consent to the blockage or obstruction of the Access Easement Area, or affect or jeopardize the free and continuous use and enjoyment of the Access Easement Area by any other Permitted User pursuant to this Agreement, except during periods of repair, reconstruction, or maintenance of the Access Easement Area.
- D. Parking. There shall be no parking within the Access Easement Area at any time except for emergency vehicles; provided that, during construction of improvements on the Property, the Access Easement Area may also be used for construction purposes, including, without limitation, the parking of vehicles used for or in connection with the construction of such improvements.
- E. No Modification by GRANTEE. The GRANTEE shall not make any modifications to the Access Easement Area, or increase the number of access points from the Property to the Access Easement Area, without the prior written consent of the GRANTOR.
- F. Maintenance of Access Easement Area. The GRANTEE shall be responsible for the Maintenance of the Access Easement Area. As used herein, the term “Maintenance” shall mean ordinary cleaning and repair, and repaving, of the Access Easement Area. So long as the United States Government owns the Access Easement Area, the costs for the Maintenance of the Access Easement Area shall be borne solely by the GRANTEE. If at

any time the Access Easement Area is owned by another party other than the United States Government, then the new property owner and the GRANTEE shall share the costs of Maintenance of the Access Easement Area on terms the parties agree on. The GRANTEE shall have no obligation to repair or pay the cost of any damage to the Access Easement Area caused by the GRANTOR, its Successors, or its Permitted Users, and the GRANTEE shall be solely responsible for the repair of all damage caused to the Access Easement Area by the GRANTEE and/or its Permitted Users. In the event that the GRANTEE fails to maintain the Access Easement Area as set forth in Section F, then the GRANTOR or its successors shall have the right, without constituting a grant of waiver of GRANTEE's obligations, after giving the GRANTEE at least fifteen (15) business days prior written notice, to enter onto the Access Easement Area and perform the maintenance at the sole cost and expense of the GRANTOR or its successors.

- G. Anti-Deficiency. Fulfillment of the GRANTOR's obligations under this Deed of Easement is subject to the availability of funds, pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 et seq. This Access Easement is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. Nothing in this Access Easement shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 et seq.

- H. Termination. With 60 days written notice, Grantor reserves the unilateral right to terminate this Access Easement in the event Grantor is pursuing conveyance of land control of the Access Easement Area to the District of Columbia for dedication as a public street, *provided that* any such conveyance is not anticipated to materially diminish Grantee's access to the Property. The access easement termination would become effective upon official acceptance of the Access Easement Area by the District of Columbia as a public street.

ACCEPTED on behalf of XXX, by the authority granted by XXX.

[NAME]
[TITLE]

STATE OF _____:

COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me by _____

XXX, XXX

_____ this _____ day of _____, 20__.

Notary Public

Notary Registration Number: _

My Commission Expires: _____

Exhibit A

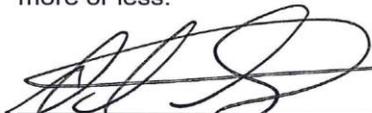
**DESCRIPTION OF
ACCESS EASEMENT
ACROSS
A&T LOT 805, SQUARE 326
District of Columbia
August 10, 2016**

BEING a strip or parcel of land hereinafter described, in, through, over, and across part of Assessment and Taxation Lot 805 in Square 326 as shown on A&T Plat 3534-V on file among the Records of the Office of the Surveyor for the District of Columbia; said strip or parcel of land also being that portion of C Street, SW, closed, lying immediately east of 12th Street, S.W., as shown on a Plat of Subdivision entitled "Closing of Parts of Virginia Avenue, C Street, 11-th Street, S.W., Alleys in Squares 326, 351, 352, 383, 384 & 385. Also Transfer of Jurisdiction" recorded September 10, 1965 in Subdivision Book 133 at Page 25 among the records of the Office of the Surveyor for the District of Columbia; and strip or parcel being more particularly described as follows:

BEGINNING at a point on the east line of 12th Street, SW (85 feet wide), said point being Due North, 307.75 feet from the southwest corner of Square 326; said point of beginning also being at the intersection of the east line of 12th Street, SW and the south line of former C Street, SW, closed, as shown on said Subdivision Book 133 at Page 25; thence running with said east line of 12th Street, SW and along the outline of former C Street, SW, closed

1. Due North, 80.00 feet to a point at the intersection with the northerly line of said former C Street, SW, closed, and the northwest corner of said A&T Lot 805; thence binding on and running with the outline of said A&T Lot 805 and the outline of former C Street, SW, closed
2. Due East, 137.57 feet to a point on the westerly line of 12th Street Expressway, S.W. (variable width) as shown on a Plat of Subdivision entitled "Land Set Aside for Public Highway" recorded February 13, 1969 in Subdivision Book 139 at Page 25; thence binding on and running with said westerly line and continuing along the outline of A&T Lot 805 and former C Street, SW closed
3. South 31° 11' 20" East, 93.52 feet to a point intersecting said southerly line of former C Street, SW, closed; thence binding on and running with said southerly line and running in, through, over and across said A&T Lot 805
4. Due West, 186.00 feet to the point of beginning;

CONTAINING a computed area of 12,943 square feet or 0.29713 of an acre of land, more or less.


8-10-16
Daniel R. Schriever
Licensed Surveyor
District of Columbia License No: LS900569
For A. Morton Thomas and Associates, Inc.



**A. MORTON THOMAS
AND ASSOCIATES, INC.,
CONSULTING ENGINEERS**
800 KING FARM BOULEVARD, 4TH FLOOR
ROCKVILLE, MD 20850
(301) 881-2545 FAX:(301) 881-0814



SQUARE 325

LOT 26

A&T
LOT
820

LOT 25

**12TH STREET
EXPRESSWAY, S.W.**
Public Highway

NORTH 80.00'

EAST 137.57'

ACCESS EASEMENT
(FORMER C ST., SW, CLOSED
SUBDIV. BK 133 PG 25)
12,943 SQ.FT. OR 0.29713 AC.

S 31° 11' 20" E 93.52'

POB

WEST 186.00'

12TH STREET, S.W.
(85 ft. WIDE)

SQUARE 326

A&T LOT 805

(A&T PLAT 3534-V)

NORTH 307.75'

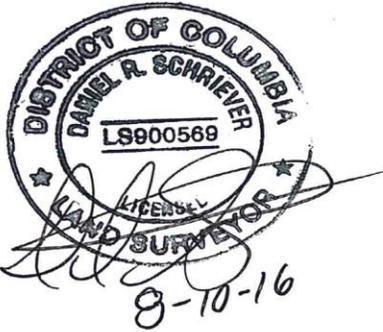
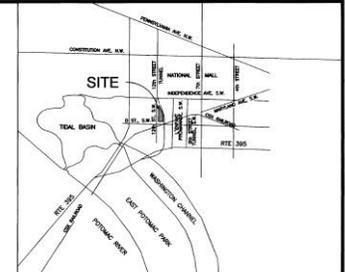


EXHIBIT OF
ACCESS EASEMENT
ACROSS
A&T LOT 805
SQUARE 326
DISTRICT OF COLUMBIA
AUGUST 10, 2016
SCALE: 1"=50'
AMT NO. 114-111.002

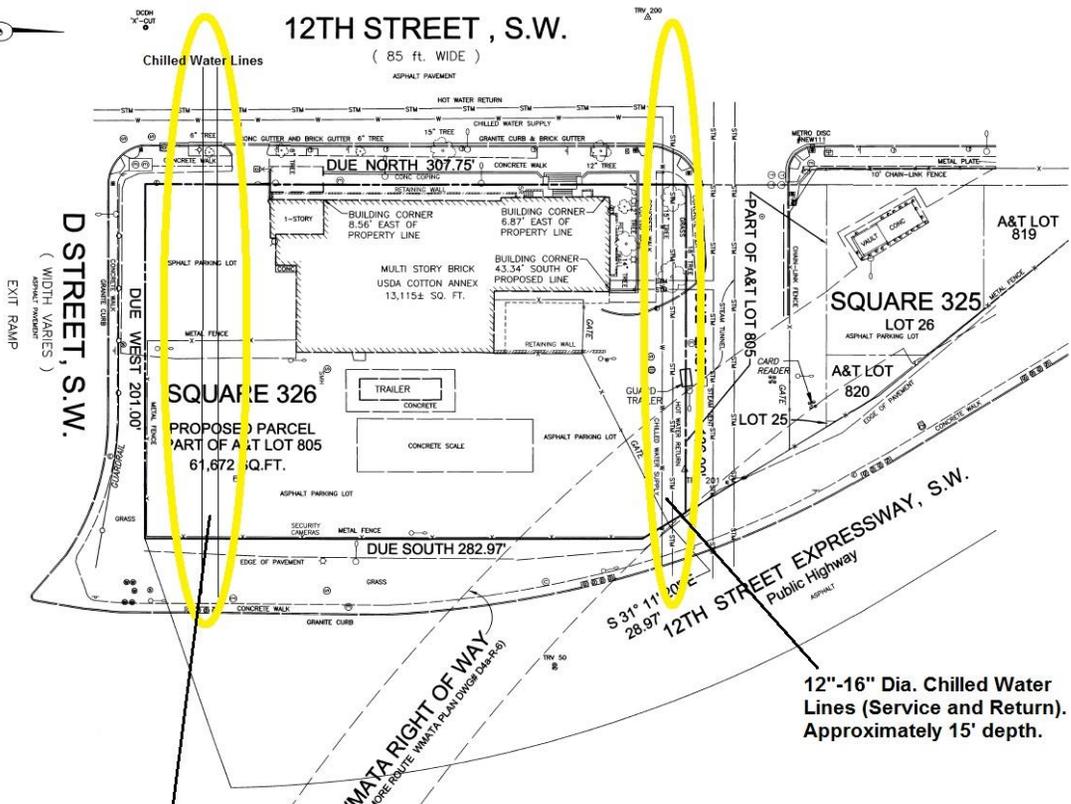
D STREET, S.W.

(WIDTH VARIES)

Attachment 2 - Location of Chilled Water Lines



VICINITY MAP
NOT TO SCALE



GENERAL NOTES:

1. HORIZONTAL DATUM
D.C. S.O. MERIDIAN
2. AREA:
TOTAL SQUARE 326: 74,614 SQ. FT. or 1.71290 AC. (SURVEY)
PROPOSED PARCEL: 61,672 SQ. FT. or 1.41579 AC.
3. PROPERTY:
BOUNDARY INFORMATION SHOWN HEREON WAS OBTAINED FROM OFFICIAL CITY RECORDS, AND VERIFIED IN THE FIELD INsofar AS POSSIBLE. ALL PROPERTY LINES IN THE DISTRICT OF COLUMBIA ARE SUBJECT TO CHANGE BY THE OFFICE OF THE SURVEYOR, D.C.
SURVEY BOOK 187 - PAGE 250
SUBDIVISION BOOK 142 - PAGE 7
SUBDIVISION BOOK 139 - PAGE 25
ASSESSMENT AND TAXATION PLATS 3534-V
WMATA
ARMORE ROUTE RIGHT OF WAY PLAN
DRAWING No. D46-R-6 Pg M55-27.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THIS BOUNDARY SURVEY IS CORRECT, THAT THIS SURVEY WAS ESTABLISHED BY A TOTAL STATION FIELD SURVEY MADE ON THE GROUND, THAT THE SURVEY CORRECTLY SHOWS THE HORIZONTAL LOCATION OF VISIBLE ABOVEGROUND IMPROVEMENTS SHOWN HEREON, AND THAT UNLESS OTHERWISE SHOWN, PROPERTY MARKERS HAVE NOT BEEN SET WITH THIS SURVEY, AND THAT THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ALL TAKINGS, CONVEYANCES, RIGHT-OF-WAY, AND EASEMENTS OF RECORD.

[Signature]
DANIEL R. SCHRIEVER
LICENSED LAND SURVEYOR
DISTRICT OF COLUMBIA LICENSE NO. LS900669
FOR A. MORTON THOMAS AND ASSOCIATES, INC.



BOUNDARY SURVEY		SCALE	CONTOUR INTERVAL	A.M.T. FILE No.
COTTON ANNEX		1"=30'	N/A	114-111.001
PART OF A&T LOT 805, SQUARE 326		DATE	BAST MAP	SHEET
WASHINGTON DC		JUNE 2014	VOL. 2 PLAN 1B	1
WARD 2	DISTRICT OF COLUMBIA			

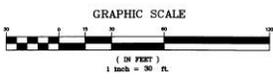


LEGEND

- FLAG POLE
- STORM MANHOLE
- GRATE INLET (ROUND)
- DRAIN (ROUND)
- DRAIN
- TRAFFIC SIGNAL POLE
- PARKING METER
- LIGHT POLE
- LAMP POST
- ELECTRIC MANHOLE
- ELECTRIC JUNCTION BOX
- UTILITY MANHOLE
- SANITARY SEWER MANHOLE
- WATER METER
- WATER MANHOLE
- IRRIGATION VALVE
- FIRE HYDRANT
- SPIGOT
- STAND PIPE
- SHAMOSE CONNECTION
- GAS VALVE
- TELEPHONE MANHOLE
- PHONE BOOTH
- GUY POLE
- METAL FENCE
- BOLLARD
- SIGN
- MAIL BOX
- MONUMENT

24" - 30" Dia. Chilled Water Lines (Service and Return).
Approximate Depth - 4'-8'

12" - 16" Dia. Chilled Water Lines (Service and Return).
Approximately 15' depth.



AMT	RES.	AMT							
	SURV.	DC							
	COMP.	RB							
	DES.	AMT							
	DRN.	RB	7-3-14	SURVEY ISSUED.		RB	DRS		
	CHK.	JF	8-8-14	DMAT ISSUED.		RB	DRS		
			DATE	REVISION		BY	APP'R.		

A. Morton Thomas and Associates, Inc.
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