

**U.S. General Services Administration
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY
FWFC Railroad Track (Offsite Removal)
501 W. Felix
Fort Worth, TX
IFB Number GSA-R-1811**

This Property is located 501 W. Felix Street, Fort Worth, TX 76115. The Property contains approximately 5 miles worth of Railroad Tracks, Ties, Tie Plates, Spikes, and associated equipment. **NO REAL ESTATE INTEREST WILL BE CONVEYED.**

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.

Auction Summary

Sale Type: **Online Auction**

Start Date: **June 10, 2015**

End Date: **Based on Bidding**

Starting Bid: **\$1.00**

Registration Deposit: **\$6,500.00**

Sales Information

Joe Potter, Realty Specialist
Phone: (817) 978-4240
e-mail: joseph.potter@gsa.gov

Online Auction

RealEstateSales.gov

Register and submit your bid

Online Auction Assistance

Joe Potter, Realty Specialist
Phone: (817) 978-4240
e-mail: joseph.potter@gsa.gov

Send Bid Form and Registration

Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102-6103
Attn: Joe Potter

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Inspection Opportunities:

The Property will be open for inspection by appointment only.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The property is located at the U.S. General Services Administration secure storage facility located at 501 W. Felix Street, Fort Worth, Texas 76115.

2. SALE PARCEL DESCRIPTION

The property consists of approximately 5 miles of Railroad Tracks, Ties, Tie Plates, Spikes, and associated equipment for offsite removal. The rail varies from 75lb to 90lb per yard.

GENERAL 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; General Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property. 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" 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.

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 (7PZ) 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 by appointment only.

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. 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. This "As Is, Where Is" provision is more fully set forth in the Bill of Sale, a draft Bill of Sale is attached on page 17.

6. RISK OF LOSS

As of the date of conveyance of the Property, 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.

7. 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 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.

8. 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.

9. 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.

10. TITLE

If a bid for the purchase of the Property is accepted, a Bill of Sale will convey the Government's interest.

11. 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

vide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

12. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) 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 sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) 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 for a reasonable amount of time.

14. 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 \$25.00 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.

15. 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.

16. SPECIAL DEPOSIT

In addition to the bid deposit provided for under Paragraph 5 of the "Instructions to Bidders", the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government a certified check or cashier's check payable to the order of "General Services Administration" as a special deposit in the amount of \$15,000.00. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraph 26 and 27 of these General Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 17 of these "General Terms of Sale" can be paid.

- a. If the removal operations are performed by the purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the purchaser without interest.
- b. If the removal operations are not performed by the purchaser to the complete satisfaction of the Government, and the property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated

damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the purchaser without interest after such costs have been paid, or will be returned to the purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

17. OFF-SITE REMOVAL

Purchaser shall assume full responsibility for the Rails, Ties, Tie Plates, Spikes, and any associated equipment and remove them entirely from the site.

18. SITE RESTORATION

- a. All salvage and removal operations shall be conducted in a workmanlike manner.
- b. The purchaser will also be required to remove from the site all broken Ties and other materials and/or debris resulting from the removal of the Tracks and Ties and cleanup of the site to a "rake clean" condition to the satisfaction of the Government.
- c. The site shall be clean and holes and excavations resulting from removal operations shall be backfilled to the natural grade of the site to the satisfaction of the government.

19. COMPLIANCE WITH REGULATIONS

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

20. LIABILITY AND INDEMNITY

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

21. RESPONSIBILITY

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

22. NECESSARY PERMITS

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

23. EXPENSE OF REMOVAL AND RESTORATION

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

24. TIME LIMIT ON REMOVAL

- a. Removal operations must be completed no later than 90 days from the date the "Authorization to Commence Work" is issued, unless written extension is granted by GSA.

- b. Purchaser is required to provide the U.S. General Services Administration at least seven (7) days written notice of intent to remove property. Removal operations must complete by the date stated in the "Authorization to Commence Work" unless written extension is granted by U.S. General Services Administration.

25. TIME EXTENSIONS

- a. Any change to the established removal operations deadline is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of the removal operations deadline.
- b. It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations.
 - (1) If the Government grants an extension, the resulting liquidated damages shall be \$50 per day per item, for a minimum of 20 days, for the period from the removal operations deadline to the final day specified in the extension being granted at that time.
 - (2) The amount due for the time period of the extension is payable in full before the removal operations deadline.
 - (3) If the purchaser does not pay said amount before the removal operations deadline, the purchaser shall be liable for failure to complete removal operations before the removal operations deadline.

26. DAMAGES FOR FAILURE TO COMPLETE TIMELY REMOVAL

- a. Purchaser shall be liable to the Government for failure to complete removal operations for any item before the removal operations deadline, except as provided in Paragraph 28, "Causes Beyond the Control of Purchaser".
- b. Liquidated damages shall be \$50 per day for the period from the removal operations deadline, to the day upon which the Government determines that the removal operations have been completed or until the day the property is determined by the Government to be forfeited.

27. FOREFEITURE OF PROPERTY – LIABILITY FOR REMOVAL COST

- a. If Purchaser fails to complete the removal obligations to the complete satisfaction of the Government before the removal operations deadline, the Government may, at its option:
 - (1) declare forfeited the property or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the purchaser and make whatever disposition it elects with regard to the property and materials resulting from such removal; AND
 - (2) declare forfeited the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on the account, including any special deposit and any payments made towards the full amount of purchase; AND
 - (3) collect damages in accordance with Paragraph 26 of the General Terms of Sale, Damages For Failure to Complete Timely Removal.

28. CAUSES BEYOND CONTROL OF THE PURCHASER

- a. Purchaser shall not be liable for damages resulting from failure to complete timely removal operations, if:
 - (1) The delay in completion of removal obligations arises from unforeseen causes beyond the control of Purchaser including, but not limited to acts of God, acts of the public enemy, acts of the Government, acts of another purchaser in the performance of a contract with the Government, etc.; AND

- (2) The purchaser, within 5 days from the beginning of such delay notifies the Government in writing of the causes of the delay; AND
- (3) The Government ascertains the facts and the extent of the delay and extends the time for completing the removal without liability on the part of the purchaser.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Tuesday, June 10, 2015 at 10:00 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 Instruction to Bidders, 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 award 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 only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

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. 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://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 **\$6,500.00** (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.

- 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 (7PZ)
819 Taylor Street, Rm. 11A30
Fort Worth, TX 76102-6103
Attn: Joe Potter

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 (817) 978-2063.

- 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 (817) 978-4240 or (817) 978-2331. 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. 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 (817) 978-4240 or (817) 978-2331 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 award 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 award 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. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- a. The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Rm. 11A30
Fort Worth, TX 76102-6103
Attn: Joe Potter

- b. A draft Bill of Sale can be found on page 17.

16. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within Five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a bank certified or cashier's check or wired funds transfer, equal to at least ten percent (10%) of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

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 Thirty (30) 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.

17. 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.

Upon receipt of the Earnest Money described in Instructions Bidders, Paragraph 16, "Increase of Earnest Money and Transaction Closing", credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Instructions to Bidders, Paragraph 18, "Backup 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.

18. 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 General Terms of Sale, Paragraph 12, "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 General Terms of Sale, Paragraph 8, "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 Instructions to Bidders, Paragraph 17, "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.

20. 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 bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or <RealEstateSales.gov>.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

BILL OF SALE

THIS BILL OF SALE is made this the ____ day of _____, 2015, by and between the **United States of America**, also referred to as the Government, acting by and through the Administrator of General Services Administration (hereinafter sometimes called "Grantor"), under and pursuant to authority of 40 U.S.C. 101, et seq., as amended, and rules, orders, and regulations issued pursuant thereto, and _____, (hereinafter sometimes called "Grantee"),

WHEREAS, Grantor is in the process of disposing, for off-site removal purposes, the Fort Worth Federal Center Railroad Tracks, approximately 5 miles of Rails, Ties, Tie Plates, Spikes, and associated equipment, located at 501 W. Felix Street, Fort Worth, Texas, further described as 7-G-TX-0767-AJ, Sale # GSA-R-1811; the said structure and the improvements found therein are hereinafter referred to as the "Property." **NO REAL ESTATE INTEREST IS TO BE CONVEYED.**

WHEREAS, it is the desire of Grantor hereby to assign, transfer and convey to Grantee all structures, fixtures, fittings, appliances, and other items of personal property, affixed or attached to the Property.

NOW, THEREFORE, in consideration of the foregoing and _____ (\$ _____ .00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, Grantor does hereby QUITCLAIM, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Grantee right, title, possession, control, and interest in and to the Property.

TO HAVE AND TO HOLD the Property unto Grantee, and its successors and assigns forever. Grantor represents to Grantee that it holds title to the Property, and that there are no liens, encumbrances or other interests affecting the Property.

By accepting this Bill of Sale, Grantee, for itself and its successors and assigns agrees to have the Property removed from its location at 501 W. Felix Street, Fort Worth, Texas, on or before 90 days from the date of this conveyance, as required in Paragraph 24 of the General Terms of Sale of the IFB.

EXECUTED this ____ day of _____, 2015

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: _____
MELVIN E. FREEMAN
Director
Real Property Utilization & Disposal Division
Greater Southwest Region
General Services Administration

THE STATE OF TEXAS χ

COUNTY OF TARRANT χ

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Deed without Warranty, and known to me to be the Director, Real Property Utilization & Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this ___ day of _____, 2015.

Notary Public State of Texas

Notary's Name: _____

My Commission Expires: _____

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

FWFC Railroad Track (Offsite Removal)
501 W. Felix Street
Fort Worth, TX 76115
SALE # FTWOR715018001
IFB #: GSA-R-1811
REGISTRATION DEPOSIT: \$6,500.00

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 Page 13, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____

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/Debit Card: _____ Exp: ____/____ CSC/CVC ____ ____
 Visa MasterCard Debit
 Discover American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if any bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 1811 including the Property Description, General Terms of Sale, Instructions to Bidders, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any initial bid and subsequent bids 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 only 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 (7PZ)
819 Taylor Street, Rm. 11A30
Fort Worth, TX 76102
Attn: Joe Potter

FAX: (817) 978-2063

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property see Page 14, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**FWFC Railroad Track (Offsite Removal)
501 W. Felix Street
Fort Worth, TX 76115**

**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)

PERMIT FOR NON-FEDERAL INSPECTION OF REAL PROPERTY

This form must be prepared by each person inspecting Federal Property and delivered to GSA at time of arrival.

The United States General Services Administration ("GSA") hereby grants

_____ ("Permit Holder") a revocable permit granting consent to enter onto and inspect the real property described in the Invitation for Bids ("IFB") GSA-R-1808 Property Description section, subject to the following terms and conditions for the purpose(s) described below:

This permit is granted to the Permit Holder for the express and sole purpose of making entry on properties identified in the IFB for inspection for a period of time _____.

By acceptance of this permit, the Permit Holder agrees to abide and be bound by the following terms and conditions:

- 1) The IFB identifies all real property under the custody and control of the United States of America, which is subject to this permit.
- 2) Any inspection, assessment, testing, evaluation and/or reporting by the Permit Holder, shall be coordinated with GSA. The following GSA point of contact person or project representative is:

**Joseph Potter, Realty Specialist
U.S. General Services Administration
Joseph.potter@gsa.gov
(817) 978-4240**

- 3) It is understood and agreed that the Permit Holder shall provide reasonable advance notice to the GSA representative of its requirement(s) for access to specific property identified in the IFB.
- 4) The Permit Holder agrees that any entry made in person or by their agents, contractors and employees is at their own sole and exclusive risk and expense. Permit Holder further agrees to indemnify and hold harmless the United States of America, GSA, its agents, officers, and employees, against any claims, including, but not limited to claims for personal injury and death, damage to property, and attorney's fees arising directly or indirectly from the Permit Holder's entry upon, possession, control, or use of property under the custody and control of the United States of America or arising from the conduct of Permit Holder's inspections, investigations or surveys or from any other assistance provided in connection with the purpose described above.
- 5) The GSA representative shall coordinate access to buildings, facilities or space identified in the IFB. Nothing in this permit shall be construed to provide the Permit Holder access to space occupied by other federal agencies, or any property not listed in the IFB. Under no circumstances shall the operational capability of any federal agency be impaired by the use of properties identified in the IFB for the Purpose described in this permit.
- 6) The conduct of any actions or activities by the Permit Holder and its representatives on the subject federal property shall be in accord with accepted industry practices, sound engineering practices and such standards of care as are ordinary, usual and customary within the industry, field, trade, or profession as may pertain and in accord with good practice. Any areas of the real property which are disturbed will first be cleared with agency personnel so that utilities, gas, telephone or other such facilities, whether expressly mentioned herein or not, are not damaged or disturbed.

- 7) The Permit Holder shall provide, at no risk or expense to GSA within three (3) days of its own receipt of such information, evaluation, survey, inspection or assessment results or information; a copy of any report, correspondence, findings or information obtained, together with such raw data, method, scientific methods, sample locations, analysis or other such material as would aid in review evaluation and assessment of the information.
- 8) The Permit Holder shall not disclose or otherwise make public any record of its report, findings, or test results without the prior written consent of GSA. It being understood that such inspection, investigation, testing and evaluation report or results are being obtained solely to permit the Permit Holder to reach a reasonable business decision regarding whether it desires to proceed with acquisition of the property.
- 9) The Permit Holder shall comply with all security procedures, measures, or restrictions in, on or about property under the custody and control of the United States of America. Permit Holder further agrees that it shall not make a record of, film, draw, report or discuss any security methods, measures or procedure in, on or about property under the custody and control of the United States of America, such as, but not limited to, security cameras, alarms, building designs or blueprints, guard posts, tenant lists, check points, access or departure procedures, etc. without the prior written consent of GSA.
- 10) The Permit Holder shall confine activities on the real property identified in the IFB strictly to that necessary for the Purpose of making a visual inspection of the property. The Permit Holder shall take every measure to avoid injury or other damage to Government property.
- 11) The Permit Holder shall comply with all applicable Federal laws, rules, and regulations and all applicable State and local laws, rules and regulations in its activities on the real property.
- 12) If the Permit Holder requests other than visual inspection of the property, the Permit Holder shall, at its sole expense, inform, obtain and carry insurance in form acceptable to GSA in such amounts and under such terms and conditions as may be required by GSA to protect its interests in the property involved throughout the term of this permit.
- 13) Certified copies of the policy endorsements, certificates, and proof of insurance as may be required by GSA shall be furnished to the Government within 15 days of the execution of any License. Such endorsements shall be manually countersigned with GSA named as an additional insured.
- 14) Any property of the United States of America which must be removed to permit exercise of the purpose for which this Permit is given shall be stored, preserved and restored, relocated or removed from the site and returned to its original location at the sole cost and expense of the Permit Holder, under the direction of the GSA Contracting Officer.
- 15) At the sole option of GSA, the breach by the Permit Holder of any of the aforementioned terms and conditions shall constitute sufficient cause for cancellation and revocation of this permit.

Accepted and agreed to this _____ day of _____, 20_____.

Signature

Title

Phone

Email