

GSA

U.S. General Services Administration



Sealed Bid Auction

Single Family Residence

Off-Site Removal & Site Restoration

12503 Cavalry Court

Spotsylvania, VA 22551

IFB Number: 4-I-VA-1145AA

Sale/Lot Number: PEACH415009001



Selling on Behalf of the
U.S. National Park Service

February 27, 2015

**U.S. General Services Administration
Invitation for Bids
Sealed Bid Auction**

SINGLE FAMILY RESIDENCE
Off-Site Removal & Site Restoration
12503 Cavalry Court, Spotsylvania, VA 22551
IFB Number: 4-I-VA-1145AA
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The house was built in 1985 with approximately 1,357 +/- square feet, and the shed is approximately 357 +/- square feet. The house is a two-story single family residence with total 4 bedrooms and 2 bathrooms. The land will be retained by the U.S. National Park Service and the property is only available for off-site removal or demolition. Additionally, the land must be fully restored.

AUCTION SUMMARY

Sale Type: **Sealed Bid Sale**

Bid Opening Date and Time:
February 27, 2015 at 2:00 PM (EST)

Bid Deposit: 20% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration or (Name of Bidder).

Special Deposit: \$3,000 to be fully refunded upon completion of site cleanup and restoration requirements.

Terms: All cash, as is. Balance due in thirty (30) days after bid acceptance.

SALES INFORMATION:

Jason Lu, Realty Specialist
Phone: (404) 331-2368
E-mail: shou.lu@gsa.gov

SUBMIT SEALED BIDS TO:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SW, Suite 130
Atlanta, GA 30303
Attn: Jason Lu, Realty Specialist

BID ENVELOPES:

The name and address of the bidder must be shown in the upper left corner of the bid envelope, the date and hour of bid opening, and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope.

PROPERTY DISPOSAL WEB PAGE:

<http://propertydisposal.gsa.gov>

Click on **Virginia** to view and download Property Sales information.

INSPECTION OPPORTUNITIES:

The Property will be open for inspection by appointment. Contact Jason Lu at **(404) 331-2368** or email shou.lu@gsa.gov.

INVITATION FOR BIDS:

Sealed Bid for the purchase of the Government property described in the Property Description portion of this Invitation for Bids will be received until 2:00 PM local time (EST), **February 27, 2015**, at place of bid opening, General Services Administration, Real Property Utilization and Disposal Division (4PZ), 77 Forsyth Street SW, Suite 130, Atlanta, GA 30303. As used herein, "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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PROPERTY DESCRIPTION AND ADDRESS

PROPERTY ADDRESS

12503 Cavalry Court
Spotsylvania, VA 22551

PROPERTY DESCRIPTION

The property is a two-story Cape Cod style single-family residence with a wood deck in the rear. The Fredericksburg & Spotsylvania County Battlefield Memorial National Military Park is located on the south side of the property. This house is comprised of approximately 1,714 square feet of space with four bedrooms and two baths. This sale is for **OFF-SITE REMOVAL ONLY**. No fee land is to be conveyed. The Purchaser is responsible for cleaning up and restoring the site after removal. The house must be removed and the site restored within sixty (60) days from the date of the bid acceptance by the Government. Please refer to the Terms and Conditions of Sale.



DEFINITIONS

DEFINITIONS:

AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

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.

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."

GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

GOVERNMENT

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

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.

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; Special Terms of Sale; 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.

PROPERTY

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

PURCHASER

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

WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.



GENERAL TERMS OF SALE:

1) 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 the GSA, Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price.

2) INSPECTION

There will be opportunities for scheduled inspection date with GSA and/or Fredricksburg & Spotsylvania National Military Park personnel. 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.

3) 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.

4) 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 the purpose of which intended by the Purchaser after the conclusion of the auction.

5) RISK OF LOSS

As of the date of conveyance, 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.

6) TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of 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.

7) REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

8) 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.

9) 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 his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the 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.

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

12) 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.

13) 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.

14) CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

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.

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) OFF-SITE REMOVAL

Purchaser shall assume full responsibility for the improvements purchased and will remove them entirely from the site.

17) SITE RESTORATION

All salvage and removal operations shall be conducted in a workmanlike manner.

The Purchaser will also be required to remove from the site all broken concrete and other materials and/or debris resulting from the removal of the buildings and clean up of the site to a "rake clean" condition to the satisfaction of the Government.

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.

18) 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.

19) 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 of property, 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 designee, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in these operations to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.

20) NECESSARY PERMITS

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

The Purchaser must contact Fredericksburg & Spotsylvania National Military Park for approval to access the site 48 hours prior to the date the Purchaser intends to move the house and again 24 hours before, for general access. The point of contact for the park is Guadalupe O'Neill, Facility Management Systems Specialist, (504) 654-5523.

21) EXPENSE OF REMOVAL AND RESTORATION

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



22) TIME LIMIT ON REMOVAL – WITH SPECIAL DEPOSIT

Purchaser, in addition to the bid deposit provided for under Section “Instructions to Bidders, Bidder Registration and Deposit”, will submit, at closing in accordance with Section “Instructions to Bidders, Special Deposit At Closing”, a special deposit in the amount of \$3000. The special deposit is payable with the full balance of the purchase price at closing.

- 1) The Purchaser shall remove the property as provided in this Invitation for Bids and shall complete all removal and clean up and related operations herein, referred to hereafter as removal operations, on or before the 60th day after closing the transaction.
- 2) 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.

23) TIME EXTENSIONS

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.

It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations.

- 1) If the Government grants an extension, the resulting liquidated damages shall be \$25 per day per item, for a minimum of 20 days, for the period from the removal operations deadline to the final day specified in the extension being granted at that time.
- 2) The amount due for the time period of the extension is payable in full before the removal operations deadline.
- 3) If the Purchaser does not pay said amount before the removal operations deadline, the Purchaser shall be liable for failure to complete removal operations before the removal operations deadline.

24) DAMAGES FOR FAILURE TO COMPLETE TIMELY REMOVAL

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 Section “Causes Beyond the Control of Purchaser”.

Liquidated damages shall be \$25 per day for the period from the removal operations deadline, to the day upon which the Government determines that the removal operations have been completed or until the day the property is determined by the Government to be forfeited.

25) FORFEITURE OF PROPERTY – LIABILITY FOR REMOVAL COST

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 Section “Damages For Failure to Complete Timely Removal”.

26) CAUSES BEYOND CONTROL OF PURCHASER

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 10 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) BID FORM

Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by e-mail prior to the time fixed in this Invitation for Bids for the opening of bids.

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

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your record.

2) BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

3) LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:

- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

- b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

- c. The only acceptable evidence to establish:

- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If

neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)

- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

- d. Notwithstanding a. and b. of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

4) BID EXECUTED ON BEHALF OF BIDDER

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

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. 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.
- b. Partnership. If the bidder is a partnership and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

5) BID DEPOSIT

Each bid must be accompanied by a bid deposit of not less than the amount required by this Invitation for Bids, in the form of a certified check, or cashier's check, payable to the order of: "General Services Administration". Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. After the award, action will be taken within five (5) working days to return all bid deposits with the exception of the deposit from the high bidder and the second high bidder.

6) ADDITIONAL INFORMATION

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, Bid and



Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7) BIDS TO BE OPENED AT SPECIFIC TIME

It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under Section 3 "Late Bids, Modification of Bids, or Withdrawal of Bids". At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present whether in person or by representative.

8) WAIVER OF INFORMATION

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

9) ACCEPTABLE BID

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the

Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

10) NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit 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.

11) SPECIAL DEPOSIT AT CLOSING

The Purchaser will be required to submit an additional deposit at closing, in accordance with "General Terms of Sale-Time Limit on Removal", in the amount of \$3,000 payable with the full balance of the purchase price. The additional deposit is fully refundable if and when the Purchaser completely removes, restores, and cleans up the property within 60 days after the closing of the transaction.

SPECIAL TERMS OF SALE:

METHOD OF PAYMENT-BID DEPOSIT

Section 5 of "Instructions to Bidders" requires a bid deposit to accompany each bid. **The amount of such bid deposit must be at least twenty percent (20%) of the amount of the bid. Such bid deposit must be in the form of cashier's check or certified check** issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of "General Services Administration". Checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

METHOD OF PAYMENT-BALANCE OF PURCHASE PRICE AND SPECIAL DEPOSIT

The balance of the purchase price and special deposit shall be payable simultaneously and in full within 30 days of bid acceptance. Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the Purchaser upon acceptance by the Government of such bid.

METHOD OF AWARD

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing

by lot limited to such equal bids. The Government reserves the right to reject any and all bids at any time for any reason. The successful high bidder will be notified by letter, or as otherwise specified herein, that award has been made on the property's bid.

BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder. If the High Bidder is unable to consummate the transaction, the Backup Bidder's deposit may be retained, without interest, until the High Bidder consummates the transaction. Subsequently the bid deposit of the Backup Bidder will be returned by mail immediately thereafter. In the event that the Government is unable to consummate the transaction with the high bidder or Backup Bidder, the Government reserves the right to consider remaining bid(s) and make an award that is in the best interest of the Government.

UTILITY CONNECTIONS

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



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

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 may contain 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.



CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property
See Page 7, Section 4, Bid Executed on Behalf of Bidder for instructions)

Single Family Residence, Off-Site Removal Only

12503 Cavalry Court

Spotsylvania, VA 22551

IFB Number: 4-I-VA-1145AA

Sale/Lot Number: PEACH415009001

For Use with Bidder Registration for Purchase of Government Real Property

(To be completed by corporate official other than the corporate officer designated to bid)

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)

BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

(To be executed and submitted in duplicate)

**Johnson House and Shed
Off-Site Removal & Site Restoration
IFB Number: 4-I-VA-1145AA
Sale/Lot Number: PEACH415009001**

TO: GENERAL SERVICES ADMINISTRATION
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION (4PZ)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; (3) the General Terms of Sale; (4) the Special Terms of Sale; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this bid, the undersigned bidder hereby offers and agrees; if this bid be accepted within 14 calendar days after date of bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT
Improvements at: 12530 Cavalry Court, Spotsylvania, VA 22551	\$	\$

In the event this bid is accepted, the Bill of Sale should name the following as Purchaser(s):

BIDDER REPRESENTS: (check appropriate space)
That he/she operates as:

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

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

City State Zip Code

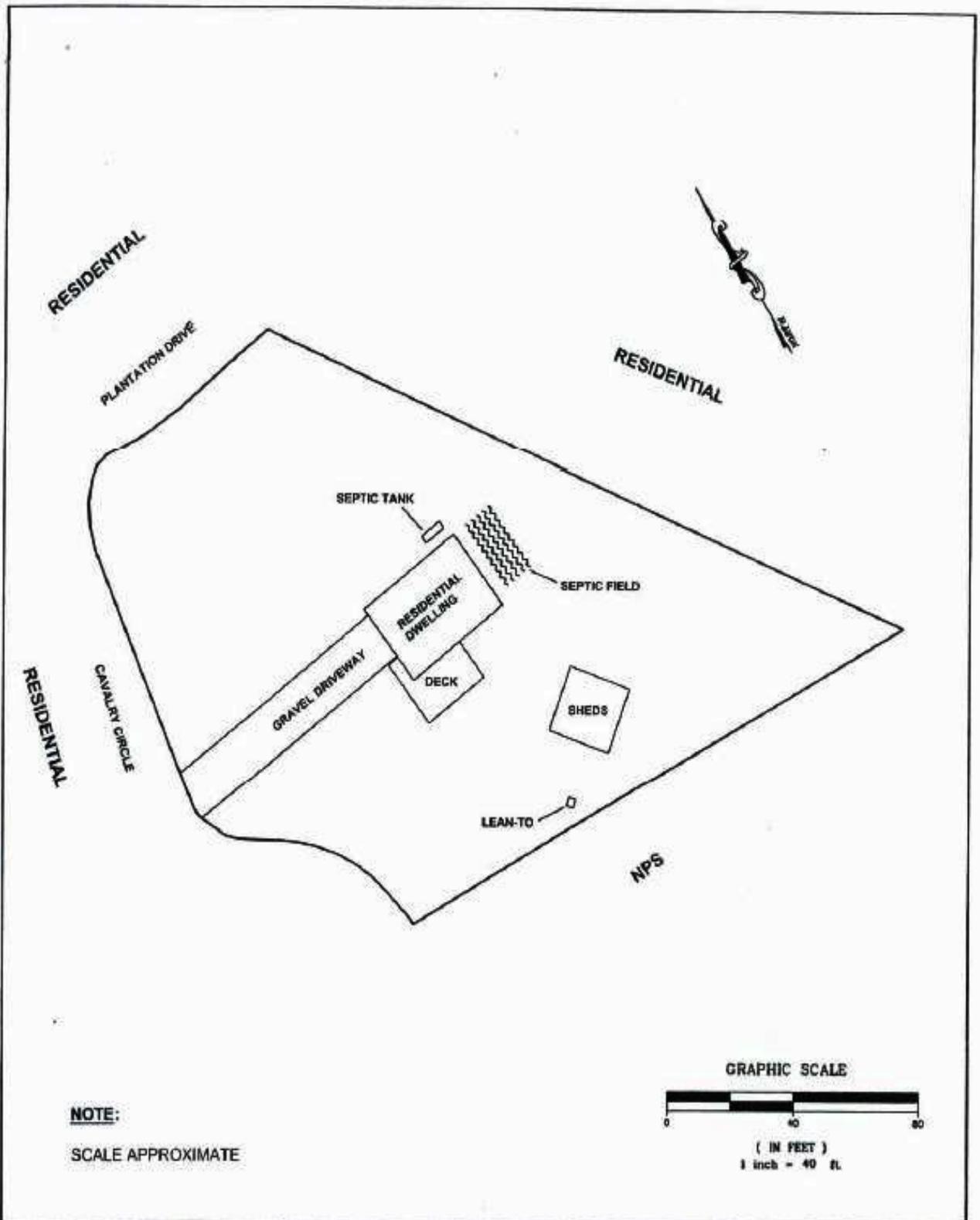
Telephone Number

Bidder's Social Security Number _____

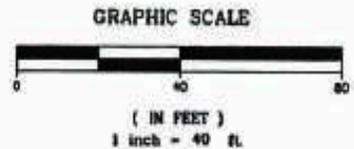
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID _____

SIGNER'S NAME AND TITLE (type or print) _____

The Government reserves the right to reject any and all bids.



NOTE:
SCALE APPROXIMATE



EnviroSure Inc.

Quality. Integrity. Reliability.

142 W. Market St., West Chester, PA
19382

APPROVED BY

S. SMITH, P.E.

DRAWN BY

MAW

PROJECT NO.

10123

TITLE

PLATE 2 - SITE CONDITIONS PLAN
PHASE I ENVIRONMENTAL SITE ASSESSMENT
TRACT 07-128
CHANCELLOR MAGISTORIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

SCALE

(SEE BAR SCALE)

DATE

1/01/09

DRAWING NO.

10123 02

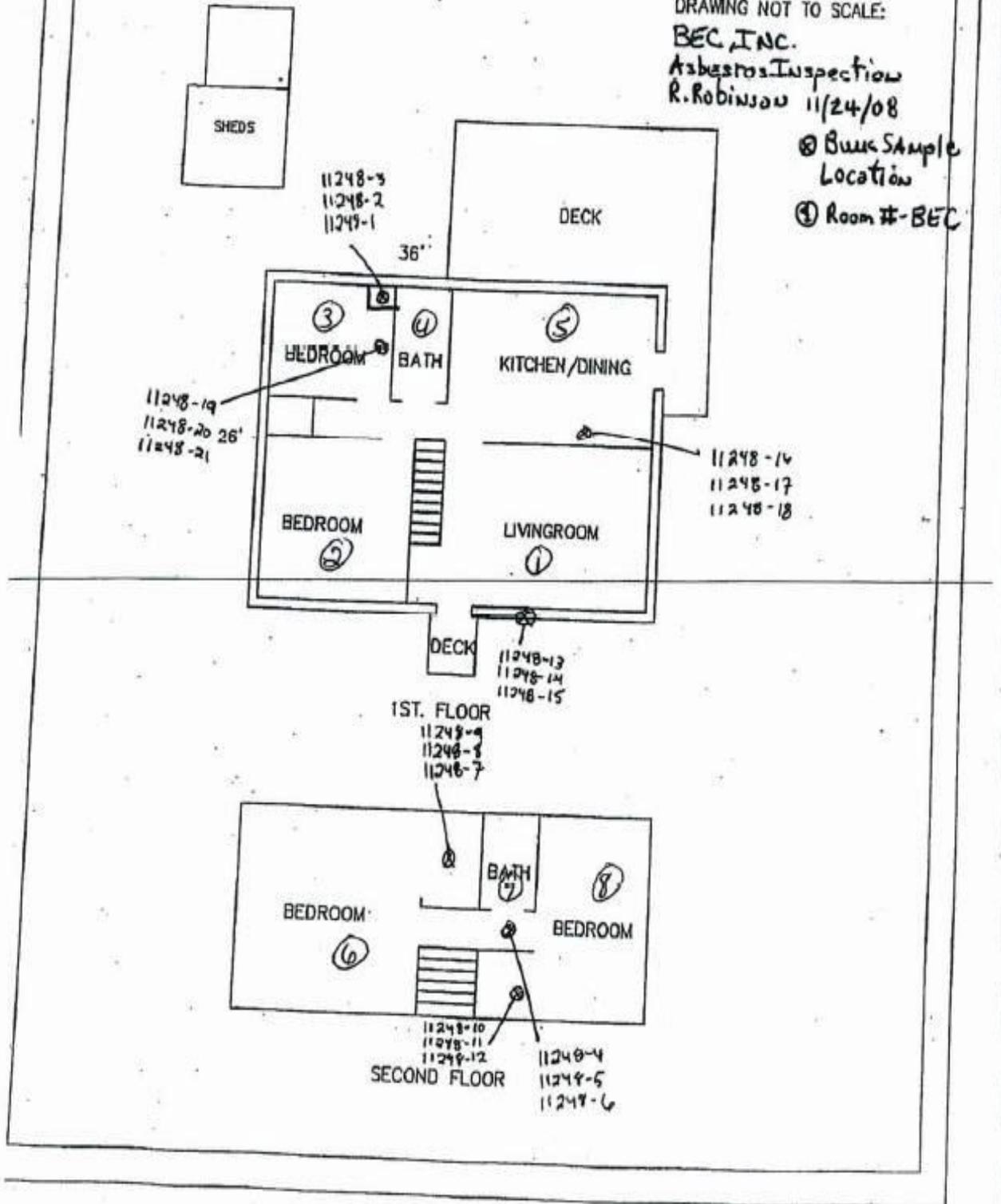


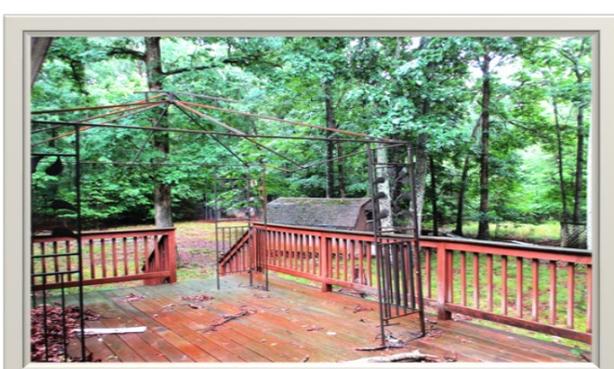
BUILDING DIAGRAM

FRSP 07-128
GREGORY JOHNSON, et ux

DRAWING NOT TO SCALE:
BEC, INC.
Asbestos Inspection
R. Robinson 11/24/08

⊗ Bulk Sample Location
Ⓛ Room # - BEC









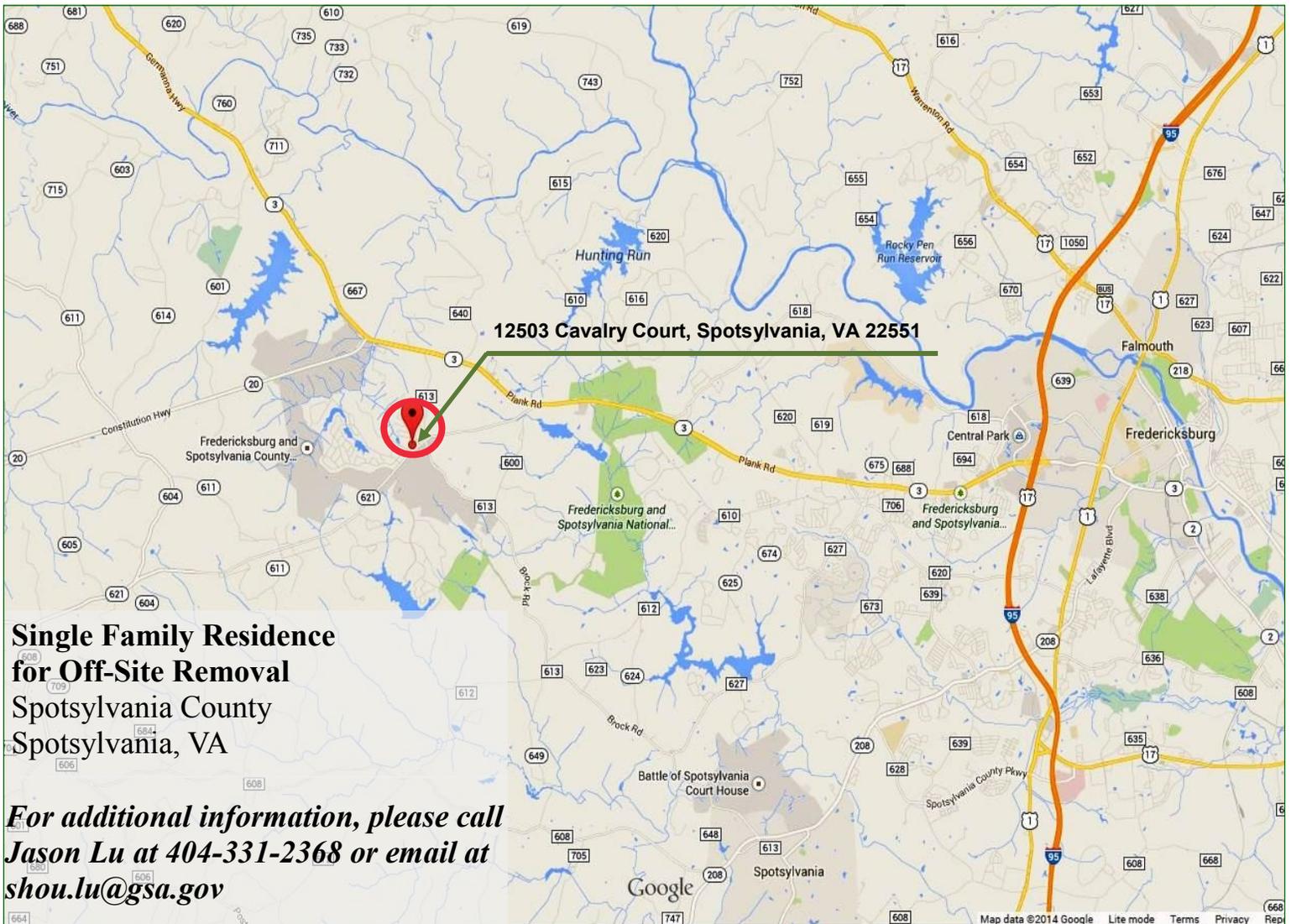
U.S. General Services Administration



*Selling on behalf of the
U. S. National Park Service*

Sealed Bid Opening Date: February 27, 2015 at 2:00 PM (EST)

Spotsylvania, Virginia



**Single Family Residence
for Off-Site Removal
Spotsylvania County
Spotsylvania, VA**

*For additional information, please call
Jason Lu at 404-331-2368 or email at
shou.lu@gsa.gov*

*For information and pictures, please visit the Real Estate Sales website on the internet at
<http://propertydisposal.gsa.gov>.*

Persons with disabilities may request materials in alternative formats.

Follow us on Twitter!
r4.realproperty@gsa.gov

