

# Real Estate

## FOR SALE

# On-Line Auction



## Federal Building Colorado Springs, CO

Auction Begins July 22, 2008

Sale No. GSA-R-1591



U.S. General Services Administration Public Buildings Service  
Office of Real Property Disposal  
819 Taylor Street, Suite 8A10, Fort Worth, Texas 76102-6103  
817-978-2331  
<https://propertydisposal.gsa.gov>

## IMPORTANT NOTICE

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property purchase will be received continuously, or as otherwise specified herein, at the GSA Office of Real Property Disposal in Fort Worth, Texas.
- Bid deposits will be deposited upon receipt, with a refund of the amount to the unsuccessful bidders upon award, except as otherwise provided herein.
- Bids must be made on the bid forms contained in this IFB.
- All bids must include a bid deposit as described herein.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope:

SALE #	GSA-R-1591
SALE DATE	ON-LINE AUCTION
SALE OFFICE	7PR

See the property on the internet at <https://propertydisposal.gsa.gov> and [www.auctionrp.com](http://www.auctionrp.com)

# SALE OF GOVERNMENT REAL PROPERTY

SALE NO. GSA-R-1591

## INVITATION FOR BIDS

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Federal Building  
1520 East Willamette Street  
Colorado Springs, CO 80909-4530

Bids for the purchase of the Government-owned property described in the Schedule portion of this Invitation for Bids will be received continuously, or as otherwise specified herein, by the General Services Administration for Sale Number GSA-R-1591, at the General Services Administration, Office of Real Property Disposal (7PR), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

General Services Administration  
Office of Real Property Disposal (7PR)  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion; (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part hereof.

# **SCHEDULE**

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## **1. Location and Description**

The Federal Building is located in El Paso County, Colorado Springs, CO on approximately 1.65 acres. The address is 1520 East Willamette Street, Colorado Springs, CO 80909.

The property is improved with a 2-story, approximately 50,363 gross square foot, brick office building, which was constructed in 1962.

## **2. Utilities**

All utilities are available to the site. No representation is made as to the condition and/or quality of the utility systems onsite.

## **3. Zoning**

Although federal property is not subject to local zoning, the most recent use of the property was an office building. Surrounding property uses include the U.S. Olympic Complex, Memorial Hospital, residential areas and churches.

## **4. Inspection**

Information about the property can be obtained by calling Jennifer Mollenshott, Realty Specialist, General Services Administration, Office of Real Property Disposal, at (817) 978-7370, by emailing [jennifer.mollenshott@gsa.gov](mailto:jennifer.mollenshott@gsa.gov) or by writing to General Services Administration, Office of Real Property Disposal (7PR), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102.

The property can be viewed and inspected by contacting Jonathan Bringewatt, Building Management Specialist for the General Services Administration, at (303) 236-8000 extension 2299, or [jonathan.bringewatt@gsa.gov](mailto:jonathan.bringewatt@gsa.gov).

## **5. The Offering**

**Legal Description:** The South 65 feet of Lot 8, except the Easterly 50 feet thereof, in Block 28 in Refiling of a part of East End Addition to the City of Colorado Springs.

Lots 9, 10, 11, 12 and 13 in Block 28 in the Refiling of a part of the East End Addition to the City of Colorado Springs, together with the Westerly half of Farragut Ave. adjoining thereto, vacated by Ordinance recorded in Book 1516 at Page 178 of the records of El Paso County, Colorado.

The Easterly half of Farragut Ave. lying Southerly of the South line of Monument St. and Northerly of the North line of Willamette Ave., except the East 13.30 feet of the South 113.60 feet thereof vacated by Ordinance recorded in Book 1516 at Page 178 of the records of El Paso County, Colorado, under Reception No. 969875, being a portion of Farragut Ave., as shown on the plat of East End Addition to the City of Colorado Springs, according to the plat thereof recorded in Plat Book E at Page 26, in El Paso County, Colorado.

6. This sale is made on the basis that that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interest which have been previously reserved to the United States in the Patent(s) which cover(s) the property.

7. This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

- (A) All existing permits, servitudes and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- (B) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- (C) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- (D) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- (E) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.
- (F) Liquor restrictions of record, which provide that intoxicating liquors shall never be manufactured, sold or otherwise disposed of, as a beverage, in any place of public resort in or upon the premises, or any part thereof.

(G) Restriction that no building may be erected on the premises at a cost of less than \$2,500.00 as contained in deeds recorded in Book 1255, at page 21 and in Book 1296, at page 558.

8. This sale is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property, which shall be included in the final instrument of conveyance substantially as set forth below:

#### **CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY**

(A) CERCLA Notice - Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant - Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of delivery of this Quitclaim Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Quitclaim Deed regarding hazardous substances located on the Property on or prior to the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i.) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii.) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR

(iii.) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

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

**(D) Non-Disturbance Clause.** Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

9. Grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, and Grantee, its heirs, successors and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorney and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) their derivatives which may have contaminated the hereinabove described and conveyed property after the date of this Deed.
10. The Property is conveyed "as is" and "where is" without any representation or warranty on the part of the Grantor to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein.

**11. Other Environmental Notices, Covenants, Conditions, Restrictions and Agreements**

**(A) Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978**

Every 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.

**(B) Notice of the Presence of Asbestos – WARNING!**

The Grantee/Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) 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 disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) 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.

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

The description of the property set forth in the Invitation for Bids (Offer to Purchase) 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.

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, 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 Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

## **SPECIAL TERMS OF SALE**

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### **1. Method of Payment – Bid Deposit**

Paragraph 12 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least \$50,000. Such bid deposit must be in the form of a cashier's check, United States currency, certified check, credit card or money order issued or 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 the General Services Administration. Money orders and checks issued by commercial organizations engaging in principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

### **2. Method of Payment – Balance of Purchase Price**

The balance of the purchase price shall be payable in full within 30 days of acceptance or at time of closing. 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.

### **3. Method of Award**

Successful high bidder(s) will be notified by letter, or as otherwise specified herein, that award has been made on the item(s) bid.

# **GENERAL TERMS OF SALE**

## **(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)**

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### **1. Term – “Invitation for Bids”**

The term “Invitation for Bids” as used herein refers to the foregoing Invitation for Bids (IFB), and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special terms of Sale, Bid Form and Acceptance as all may be modified and supplemented by any addenda that may be issued prior to the time fixed in the IFB for the opening of bids or conclusion of an auction.

### **2. Description in Invitation for Bids**

The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or and other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

### **3. Inspection**

Bidders are invited, urged, and cautioned to inspect the property to be sold 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 offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

### **4. Condition of Property**

The property is offered for sale and will be sold “**As Is**” and “**Where Is**” without representation, warranty, or guaranty as to quantity, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

### **5. Zoning**

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from the IFB or sales agreement.

## **6. Continuing Offers**

Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

## **7. Possession**

- (A) The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 AM, local time at the location of the property, on the 16<sup>th</sup> calendar day after such request by the Government. The word "possession" shall mean with actual physical possession or constructive possession.
- (B) Although by assuming possession under (A) above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. 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.

## **8. Taxes**

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

## **9. Risk of Loss**

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

## **10. Insurance**

- (A) In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- (B) In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- (C) Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- (D) Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- (E) Information concerning insurance requirements will be furnished by the Office of Real Property Disposal.

## **11. Antitrust Laws**

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

## **12. Revocation of Bid and Default**

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, **may be forfeited** at the option of the Government, in which event the bidder shall be relieved from further liability, or 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.

## **13. Government Liability**

If this IFB is accepted by the Seller and: (1) Seller 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, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

## **14. Title Evidence**

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, 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 that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

## **15. Title**

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or where appropriate, a bill of sale in conformity with local law and practice.

## **16. Tender of Payment and Delivery of Instrument of Conveyance**

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7 above.

**17. Delayed Closing**

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of a 10-year United States treasury maturities as reported by the Federal reserve Board in the "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 reserves the right to refuse a request for extension of closing.

**18. Documentary Stamps and Cost of Recording**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expenses and affix to all instruments of conveyance and security documents such as revenue and documentary stamps as may be required by Federal 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 successful bidder's expense.

**19. Contract**

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments 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. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**20. Officials Not to Benefit**

No member of 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.

# **INSTRUCTIONS TO BIDDERS – ON-LINE AUCTION**

## **(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)**

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### **1. Type of Sale**

The method of sale used here is an on-line auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the Internet from your home or office. Bidding will take place until the property is sold, except as otherwise specified herein. You can find out when new bids come in and what the high bids are by viewing our web page at [www.auctionrp.com](http://www.auctionrp.com).

### **2. Bidding in General**

Bids will be received until a high bid is determined, except as otherwise specified herein. All bids are irrevocable for 90 days from the date of conclusion of the auction. The bid that represents the best value to the Government will be considered for acceptance. THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME FOR ANY REASON.

### **3. Registering Bidders, USER ID and Password**

(A) Registration is a 3-step process:

- i. On-line registration on our Internet sale site [www.auctionrp.com](http://www.auctionrp.com)
- ii. Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed forms are acceptable.
- iii. The authorized Bid Deposit payment methods are by cashier's check or by credit card using the Bid Deposit by Credit Card Form in this IFB, or as otherwise specified herein. Personal or business checks are not acceptable. Cash is not recommended.

(B) Once the Bid Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the on-line registration will be activated and electronic bids may be made. The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register on-line, a User ID and Password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

#### **4. Continuous Bidding Results**

The current high bid is available any time (24 hours a day) by viewing the auction at [www.auctionrp.com](http://www.auctionrp.com).

#### **5. Bid Form**

(A) Bids must be submitted on the Bid Form accompanying this IFB, 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. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of conclusion of the auction, as specified herein, except for the highest and second highest bids. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.

(B) Bid Forms 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.

- i. Check the appropriate box for Initial or Increased Bid.
- ii. Fill in Date of bid line.
- iii. Fill in Bid Amount in the space indicated.
- iv. Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
- v. Fill in the Name, Address, and Phone Number section of the Form.
- vi. Sign and Date the Form.

(C) Bids must be submitted without contingencies.

(D) Bids that are not submitted on GSA Forms will be rejected.

(E) Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.

(F) In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

#### **6. Bid Envelopes**

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number 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 failure to open a bid not properly addressed and identified.

## **7. Increasing a Bid On-Line**

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. Response to telephone, fax and other inquiries will be provided as expeditiously as possible, but no claim may arise from any failure in such response. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

## **8. Increasing a Bid by Fax**

(A) Bids by fax may be made by using the bid deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is 817-978-2063.

(B) A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transfer a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

- i. Receipt of a garbled or incomplete bid
- ii. Availability or condition of the receiving facsimile equipment
- iii. Incompatibility between the sending and receiving equipment
- iv. Delay in transmission or receipt of bid
- v. Failure of the bidder to properly identify the bid
- vi. Illegibility of bid
- vii. Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the sales office at 817-978-2331 for verification your bid was received.

## **9. 24-Hour “Soft Close” Bid Survival Routine**

The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 PM Central Standard Time (CST), a 24-hour clock starts for the high bid. If the high bid on the announced date at 2:00 PM survives 24 hours 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 of the increment stated herein, if any, is received within 24 hours, then bidding will be held over an additional 24-hours, excluding weekends and federal holidays, on the same terms. This process will continue until a bid remains unchallenged. Bid survival time increments may be changed from 24 hours (reduced or increased) as determined by the Government. Bid amount increments also may be changed as determined by the Government. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at [www.auctionrp.com](http://www.auctionrp.com).

## **10. Final Bids and Ending or Suspending the Sale**

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and the right to start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

## **11. Bid Executed on Behalf of Bidder**

A bid executed by an attorney or agency 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.

## **12. Bid Deposit Terms**

A bid deposit not less than the amount required by this IFB must accompany each bid, as follows:

- (A) In the form of a cashier's check payable to the order of: "General Services Administration" or as otherwise specified herein. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be refunded to bidders, without interest, within 5 business days after rejection of the bids.
- (B) Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the IFB. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM.** Credit card deposits on rejected bids will be credited within 5 business days after rejection of the bid. Faxes of all required forms are acceptable.

## **13. Bid Deposit Terms – High Bidder 10% Bid Deposit**

- (A) Within five (5) business days of acceptance of an offer and award by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such additional bid deposit within five (5) business days of the Government's acceptance of an offer and award shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.
- (B) Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after award. At the time of closing, all cash money paid by the purchaser will be credited, without interest, toward the total purchase price.
- (C) Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be refunded.

**14. Backup Bidder**

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder: 1) if the High Bidder is unable to consummate a transaction; 2) if the High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. 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.

**15. Acceptable Bid**

A bid from a responsible bidder whose bid, conforming to this IFB, 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.

**16. 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 announced on the website, faxed, emailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. 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 for any reason.

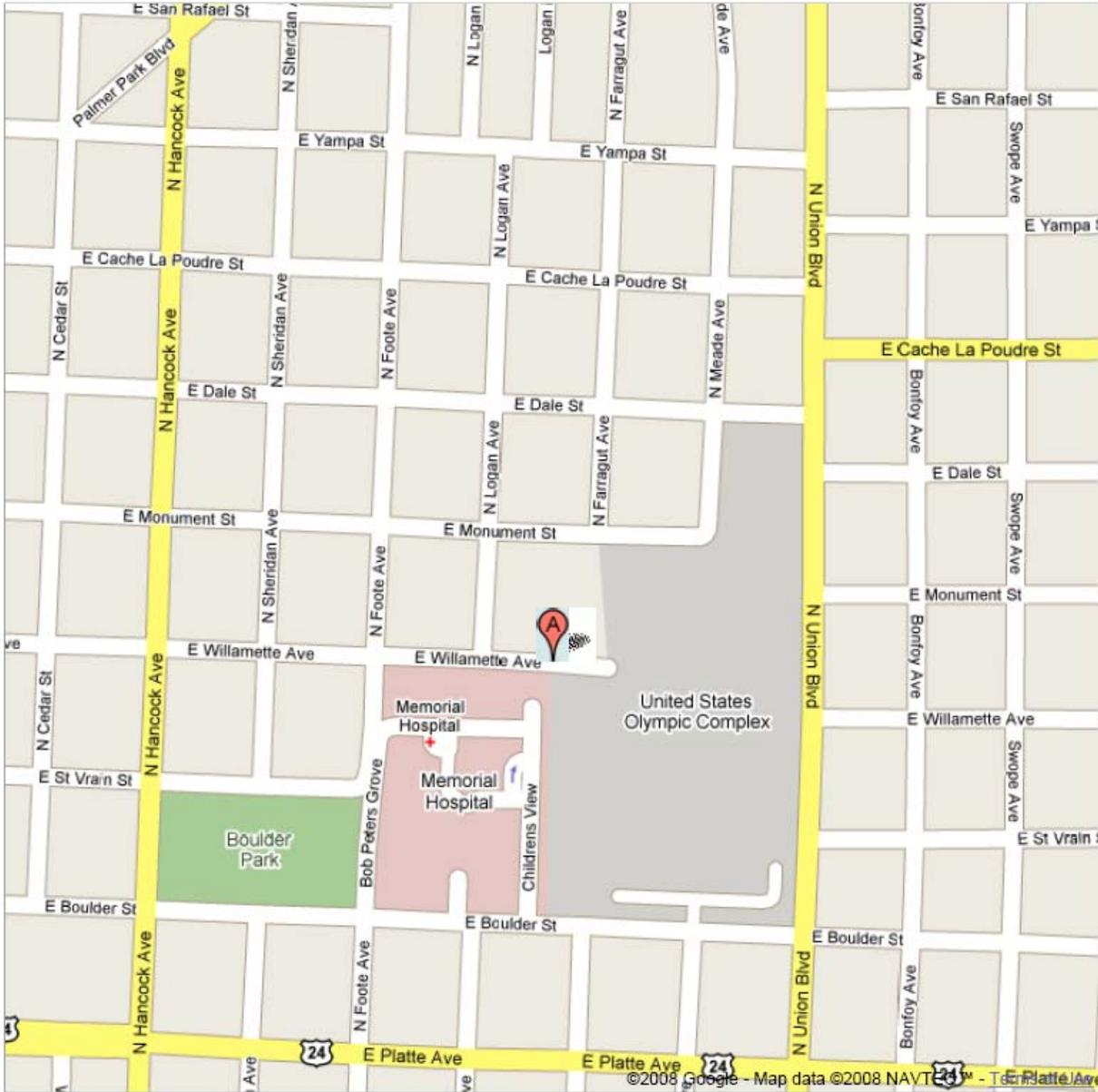
**17. Additional Information**

The General Services Administration issuing office, at the address given in this IFB will, upon request, provide additional copies of this IFB, 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 IFB and any amendments made thereto prior to award of sale.

**18. Waiver of Informalities or Irregularities**

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

# LOCATION MAP



# PROPERTY PHOTOS



# QUITCLAIM DEED

## QUITCLAIM DEED

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

KNOW ALL MEN BY THESE PRESENT

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, ( 40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of       (SALES PRICE)       Dollars (\$                  ) duly paid by       (GRANTEE'S NAME)      ,       (GRANTEE'S ADDRESS)       the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said       (GRANTEE'S NAME)       (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of       (COUNTY)      , State of       (STATE)      , to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

WITNESSES:

By: SCOTT ARMEY  
Regional Administrator  
Greater Southwest Region  
General Services Administration

(Appropriate Acknowledgment to be added)

**SAMPLE SAMPLE SAMPLE**

# BID FORM (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY  
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

<b>Initial Bid</b>	<input type="checkbox"/>
<b>Increase Bid</b>	<input type="checkbox"/>
Check One	

**Federal Building**  
**1520 East Willamette Street**  
**Colorado Springs, Co 80909**

## Sale # GSA-R-1591

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within ninety (90) calendar days after the date the auction is concluded, to purchase the property described in the Schedule portion of this Invitation at the price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

**Bid Amount:** \$ \_\_\_\_\_

Enclosed pursuant to paragraph 1 of Special Terms of Sale is a Bid Deposit in amount of:

**Bid Deposit:** \$ \$50,000

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s): Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) If applicable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Represents that they operate as:  
(check the appropriate box)

an individual

an individual doing business as:

\_\_\_\_\_

a partnership consisting of:

\_\_\_\_\_

a trustee acting for:

\_\_\_\_\_

a corporation, incorporated in the state of:

\_\_\_\_\_  
(If bidding as a corporation, the Certificate of Corporate Bidder must be executed and submitted in accordance with the "Instructions to Bidders" section of this IFB).

Name and Address of Bidder (type or print)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature and Date: \_\_\_\_\_



# Bid Deposit by Credit Card

To: **General Services Administration**  
**Real Property Disposal Division (7PR)**  
**Attn: Jennifer Mollenshott, Realty Specialist**  
**819 Taylor Street, Suite 8A10**  
**Fort Worth, TX 76102**

**Fax Number: 817-978-2063**

**This form may be submitted by Fax.**

**Deposit Amount: \$50,000**

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1591. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**Applicant's Last Name (please print):** \_\_\_\_\_

**First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Visa** \_\_\_\_\_ **Master Card** \_\_\_\_\_ **Discover** \_\_\_\_\_ **Amex** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_

**Driver's License #: State** \_\_\_\_\_ **DL#** \_\_\_\_\_

**Name as it appears on card:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_ **Fax Number:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc. that may be issued applicable to the IFB for sale number GSA-R-1591, property in Colorado Springs, CO to:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

REALTY OFFICER: Jennifer Mollenshott

CASE NUMBER: 7-G-CO-0660





U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 8A10  
Fort Worth, TX 76102-6103

*Official Use Only*  
*Penalty for Private Use \$300*