GSA Office of Property Disposal

Auction

U.S. Government Property

Army National Guard Facility

1512 Oak Harbor Road, Fremont, Ohio

Online Auction
Opening Date June 15, 2009

The U.S. General Services Administration Invites You To Participate In The Online Auction Of

Army National Guard Facility
Fremont, Ohio

Sale Type:	Online Auction
Start Date:	June 15, 2009 3:00 p.m., Eastern Time
End Date:	Based on bidding
Minimum Bid:	$50,000
Bid Deposit:	$25,000
Bid Increment:	$10,000
Terms:	All cash, as is. Balance due in sixty (60) days.

TABLE OF CONTENTS

Property Information…..……page 3
Instructions to Bidders……... page 4
General Terms of Sale……... page 8
Special Terms and Conditions……... page 12
Bidder Registration and Bid Form….page 14
Certificate of Corporate Bidder..... page 15
Registration Deposit by Credit Card..page 16
Registration Deposit by Check…….. page 17
Electronic Funds Transfer Form…… page 18

Send Bid Form & Registration Deposit to:
U.S. General Services Administration (GSA)
Office of Property Disposal (1PR)
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton

Web Page
http://propertydisposal.gsa.gov
Click on the State of Ohio to view and download property sales information.

Online Auction
www.auctionrp.com
Register and submit bids.

Inspection Opportunities:
To be announced online at www.auctionrp.com

For More Sales Information:
Arthur T. Ullenberg, Realty Specialist
(312) 353-6039 or email arthur.ullenberg@gsa.gov

Invitation for Bids

Property Information

Property Address	The northwest corner of Cedar Street and Oak Harbor Road at 1512 Oak Harbor Road, Fremont, Ohio with close proximity to SR-53, US-6 and 20, and I-80/90.
Property Description	The approximately 3.10 acre site contains a vacant one story, administration/office building and a maintenance/garage building. Both buildings were constructed in 1961 with concrete block and face brick veneer and a gable roof. The administration/office building is approximately 83 feet by 52 feet for approximately 4,316 square feet of area. The maintenance/garage building is approximately 47 feet by 28 feet for approximately 1,316 square feet of area enclosed by approximately 640 lineal feet of six foot tall chain link fencing with three strand barbed wire. The parking area is paved asphalt with approximately 30,000 square feet of surface area.
Tax Parcel ID Number	346000032200
Legal Description	Situated in the State of Ohio, County of Sandusky, Sandusky Township, southeast quarter of the northwest quarter of Section 28, Township 5 North, Range 15 East and more particularly described, as follows: Beginning at spike in the center of State Route 19 (Oak Harbor Road), said spike being located North 300.00 feet from the center of said Section 28 and the intersection of State Route 19 and Cedar Street, thence with the center of said route South 270.00 feet to a point in the north right-of-way line of said Cedar Street; thence with said right-of-way line West 500.00 feet; thence leaving said right-of-way line North 270.00 feet East 500.00 feet to the Point of Beginning, containing 3.10 acres, more or less.
Utilities	Public sewer, water, electric, gas and telephone.
Zoning	I-2 General Industrial District. See “General Terms of Sale,” Paragraph 5, Zoning.
Easements	Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded and unrecorded.
Environmental Information	Based on the age of the building, lead-based paint and asbestos may be present.

Instructions to Bidders

1. AUCTION START DATE. The online auction starts: June 15, 2009.

2. TYPE OF SALE. This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the property is sold. The date for receipt of final bids will be announced on the Internet with at least forty-eight (48) hours notice (see paragraph 11, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE. Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. The U.S. General Services Administration has no information on the availability of private financing or on the suitability of this property for financing.

4. MINIMUM BID. The minimum bid is $50,000.00. The minimum opening bid amount does not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain market value for the property and reserves the right to reject any and all bids.

5. REGISTRATION DEPOSIT.

a. A registration deposit in the amount of **TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, (3) U.S. Postal Service money order, and (4) credit card payment (Visa or MasterCard only). Personal or company checks are <u>not</u> acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase of Government Property and send the form with your bid deposit to: **U.S. General Services Administration, Property Disposal Division, Attn: Michelle Sutton, 10 Causeway Street, Room 925, Boston, Massachusetts 02222; Telephone: (617) 565-5700**.

b. Please make your check payable to: "**U.S. General Services Administration**"

Deposits by credit card (Visa or MasterCard only) may be made by using the enclosed Registration Deposit by Credit Card Form. Only upon the U.S. General Services Administration's receipt of your registration deposit will you be allowed to bid online or by the submission of a written or faxed bid.

c. Within forty-eight (48) hours of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

d. Upon acceptance of a bid, 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 sixty (60) 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.

e. Registration deposits received from the two highest bidders will be held as stipulated in

paragraph 14 of these Instructions to Bidders. All other registration deposits will be returned.

6. BIDDER REGISTRATION AND BIDS.

a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this Invitation for Bids. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this Invitation for Bids.

b. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

c. To register online, bidders should return to the U.S. General Services Administration their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

7. USER INDENTIFICATION NUMBER. A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, 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.

8. BIDDING IN GENERAL.

a. Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: www.auctionrp.com.

b. Bidders who registered online may increase their bids by following the instructions at www.auctionrp.com. They may also submit increased bids in person, by fax, by U.S. Mail, or private delivery services. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on the U.S. General Services Administration forms will be rejected.

9. FAXING YOUR BID.

a. Bids by fax may be made with a credit card (Visa or MasterCard only) by using the 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 **(617) 565-5720**.

b. A bid submitted by fax 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 transmit 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: (1) Receipt of a garbled or incomplete bid; (2) Availability or condition of the receiving facsimile equipment; (3) Incompatibility between the sending and receiving equipment; (4) Delay in transmission or receipt of bid; (5)

Failure of the bidder to properly identify the bid; (6) Illegibility of bid; and (7) Security of bid.

c. If your faxed bid is not reflected on the Government's auction web page: www.auctionrp.com, and your bid is higher than the announced bid, you must call **Michelle Sutton at (617) 565-5700** for verification that your bid was received.

10. DAILY BIDDING RESULTS. Bidders may visit the U.S. General Services Administration's Internet Home Page at: www.propertydisposal.gsa.gov or its online auction web page at: www.auctionrp.com to obtain current bidding information. Bidders will be notified via the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call the U.S. General Services Administration at (617) 565-5700. Bidders are urged to pay close attention to the web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

11. INCREASING YOUR BID. If you learn from the web page that your bid was not the high bid, you may increase the high 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. Increased bids must be submitted on the official U.S. General Services Administration bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least Ten Thousand Dollars ($10,000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale**. To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. Mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail, fax, online, etc., the first bid received will be recognized.

12. CALL FOR FINAL BIDS. Once bidding slows down, a date will be set for the receipt of final bids. That date, referred to as the "soft close date" will be announced on the Government's auction web page. On that date, commencing at 9:00 a.m., Eastern Time, if no increased bid is received by 3:00 p.m., Eastern Time, then bidding will close at 3:00 p.m., Eastern Time, and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m., Eastern Time, on that day. There is no advantage to waiting until the last minute to bid.

13. BID EXECUTED ON BEHALF OF BIDDER.

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

b. 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.

c. If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all 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.

d. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

14. WAIVER OF INFORMALITIES OR IRREGULARITIES. The Government may, at its election, waive any minor informality or irregularity in bids received.

15. BACKUP BIDDER. The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be returned by mail. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

16. ACCEPTABLE BID. An acceptable bid is one 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.

17. NOTICE OF ACCEPTANCE OR REJECTION. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

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

General Terms of Sale

1. TERM - "INVITATION FOR BIDS." The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids and its Property Information; the Instruction to Bidders; the General Terms of Sale; the Special Terms and Conditions of Sale; and the Environmental and Historic Notices, if any, and any provisions of the Bid Form and Acceptance; all of which are attached to this Invitation for Bids and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTION PROVIDED. The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to the property are based on information available to the U.S. General Services Administration's Property Disposal Division 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 any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION. 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 guarantee as to quantity, quality, 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(s) 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 recision of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

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 sixty (60) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the sixty (60) calendar days. If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

a. The successful bidder agrees to assume possession of the property within fifteen (15) calendar days of a written request given by the Government after acceptance of its bid. Should the successful bidder fail to take actual possession of the property within such period, the bidder shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time, at the location of the property,

on the sixteenth (16th) calendar day after such request by the Government. The word "possession" shall mean either 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 its 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 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. INSURANCE. In the event a bid to purchase 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 its own expense, effective for the period from the date of assumption of possession to the date of conveyance, for the benefit of the Government, in such kinds and amounts as may be required by the Government, and in companies acceptable to the Government.

a. Fire, extended coverage, vandalism and malicious mischief, personal injury and liability, and such other property insurance as required to protect the Government's interest shall be maintained on the real and personal property covered by the bid, 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.

b. Information concerning insurance requirements will be furnished by the U.S. General Services Administration, Property Disposal Division, 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604, or telephone (312) 353-6045.

9. TAXES AND CLOSING COSTS. 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. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder. The Government has no knowledge of any tax amounts owed for this property.

10. 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 shall have all obligations and liabilities of ownership.

11. 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.

12. GOVERNMENT LIABILITY. If the Bid for Purchase of Government Property is accepted by the

Government (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 successful bidder (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.

13. TITLE EVIDENCE. Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its 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.

14. TITLE. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE. The Government shall set a sale closing date, said date to be not later than sixty (60) calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by cashier's check, certified check, or U.S. Postal Service money order, 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 paragraph 7, above, if applicable.

16. 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 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% 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.

17. 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 expense and affix to all instruments of conveyance and security documents such 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. A CONFORMED COPY OF THE RECORDED Quitclaim Deed must be provided to the U.S. General Services Administration, Property Disposal Division, 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604.

18. 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.

19. 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. U.S. General Services Administration employees are prohibited from bidding on the property offered in the Invitation for Bids.

20. COVENANT AGAINST CONTINGENT FEES. The successful bidder 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 successful bidder 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 successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder 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.

Special Terms and Conditions

1. METHOD OF SALE. This property will be sold by online auction. The bid that offers the greatest return to the Government may be accepted.

2. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING! The Quitclaim Deed by which the property will be conveyed will include language similar to the following:

a. The Purchaser is warned that the property offered for sale 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 U.S. Occupational Safety and Health Administration (the "OSHA") and the Environmental Protection Agency (the "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 disposal agency will assist bidders in obtaining any authorization(s) that 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 after its opening.

d. The description of the property set forth in the Invitation for Bids 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 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 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, 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 that 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.

f. 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.

3. NOTICE OF LEAD BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978. The Quitclaim Deed by which the property will be conveyed will include the following language: 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 inspections for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

4. NAVIGABLE AIRSPACE. The Quitclaim Deed by which the property will be conveyed will include the following language: Based upon coordination between the General Services Administration and the Federal Aviation Administration (the "FAA") as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that a public airport is located within six nautical miles of the property. To the extent required by law, the Grantee, its successors and assigns must comply with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," or the Federal Aviation Act of 1958, as amended. This restriction shall run with the property.

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

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

7. SELLER'S DEFAULT. If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

8. LIABILITY. With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

BIDDER REGISTRATION AND BID FORM
FOR PURCHASE OF GOVERNMENT PROPERTY
Army National Guard Facility, Fremont, Ohio

U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton / Fax: (617) 565-5720

CHECK ONE: ☐ Initial Bid ☐ Increased Bid

The undersigned bidder hereby offers and agrees to purchase the property described in the Invitation for Bids No. 1PRC-09-002, including any amendments, (collectively the "IFB") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

Bid Deposit: $25,000

Bid Amount: $ _____ **Bid Amount Spelled Out:** _____ **dollars**

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

_____

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS that he/she operates as (check one):

☐ An individual: _____

☐ An individual doing business as: _____

☐ A partnership, consisting of: _____

☐ A limited liability partnership, consisting of: _____

☐ A corporation, incorporated in the State of _____

☐ A limited liability corporation, incorporated in the State of _____

☐ A trustee, acting for: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____

Email: _____

Signature: _____ Date: _____

Signer's name and title (type or print): _____

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation (or LLC) named as bidder herein; that _____,
(Name of Authorized Representation)

who signed this Bid for Purchase of Government Property on behalf of the bidder, was then

_____ of said Corporation (or LLC); that said bid was

duly signed for and on behalf of said Corporation (or LLC) by authority of its governing body and is within the

scope of its corporate powers.

_____
(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD
Army National Guard Facility, Fremont, Ohio

Fax this form to (617) 565-5720:

U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. 1PRC-09-002, including any amendments, (collectively the "IFB") for the property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders," Paragraph 5, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Check type of credit card to be charged: ☐ VISA ☐ MASTERCARD

Name as it appears on card: _____

Credit Card Number: _____

Expiration Date: _____

Driver's License No.: _____ State _____

Phone: ( ) _____ Fax: ( ) _____

Email: _____

Signature: _____ Date: _____

REGISTRATION DEPOSIT BY CHECK
Army National Guard Facility, Fremont, Ohio

Fax this form to (617) 565-5720:

U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton

PLEASE PRINT OR TYPE LEGIBLY

REGISTRATION DEPOSIT: _____ BID AMOUNT: _____

Certified or Cashier's Check must be made payable to the U.S. General Services Administration.

Name: _____

Tax ID No. or Social Security No.: _____

Address: _____

City/State/Zip Code: _____

Phone: ( ) _____ Fax: ( ) _____

Email: _____

Address to which refund check will be issued (if unsuccessful bidder), if different from above:

Name: _____

Tax ID No. or Social Security No.: _____

Address: _____

City/State/Zip Code: _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. 1PRC-09-002, including any amendments, (collectively the "IFB") for the property indentified above. In the event that the applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that the applicant is not the successful bidder, the registration deposit will be returned as indicated above.

Signature: _____ Date: _____

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

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

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

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

Financial Institution Name			
Financial Institution Phone Number	( )		
Financial Institution Routing Transit Number (RTN)			
Depositor Account Title			
Depositor Account Number			
Account Type	[ ] Checking	[ ] Savings	
Company/Payee Contact Person			
Phone	( )		
MUST HAVE SIGNATURE Company/Payee Authorized Signature			

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