PROPERTY FOR SALE

Kootenai National Wildlife Refuge
"Off-Site Removal"
Sealed Bid Sale
Bid Opening 2:00 p.m.
Thursday July 8, 2010

The US Fish and Wildlife Service invites you to bid on this valuable property!

This sale consists of the **off-site removal**" of a 1,460 square foot single family residence to be completed **ninety (90)** days from the date of bid acceptance from the Kootenai National Wildlife Refuge in Bonners Ferry, Idaho, to be sold on an "**As is**" and "**Where is**" basis, with all costs associated with the off-site removal, including the cost of any requisite bonding, to be paid solely by the buyer.

9PZF-10-07

Auction Summary	
Sale Type: **Sealed Bid**	Property Code: **197**
Bid Opening: **2:00 p.m., Thursday, July 8, 2010**	GSA Control No. **9-I-OR-0779**
Minimum Suggested Bid: **$500.00**	Registration Deposit: **$50.00**

Auction Site Web Page
www.auctionrp.com
Click on Featured Auctions and then select the property you are interested in to view and download Property Sales Information.

Property Disposal Web Page
https://propertydisposal.gsa.gov
Click on Idaho to view and download Property Sales information.

Sealed Bid Sale

Sealed bids must be submitted to:

General Services Administration
Real Property Disposal Office (9PZF)
400 15th Street S.W.
Auburn, WA 98001-6599
Telephone: (253) 931-7547

Any bids received after 2:00 p.m. Wednesday, July 8, 2010, will not be considered.

If you wish to hand deliver a bid, enter the white GSA office building at the 15th Street S.W. main entrance. You will need to use the touchpad in the front of the glass doors to have someone meet you to receive your bid envelope and/or to escort you to the office to observe the bid opening. Andrew Schwartz at phone extension 7556 is appropriate, but if no answer the following names and numbers can also be called: Lisa Roundtree 7709, Blaine Hastings 7550. You may wish to bring this bid package with you to eliminate confusion. The Real Property Disposal Office is in Room 1161. Bids may be hand delivered from 9:00 a.m. to 3:00 p.m. weekdays (except for Federal Holidays).

Auction Assistance
Andrew Schwartz
253-931-7556
e-mail: andrew.schwartz@gsa.gov

Inspection Opportunities
Locations of the properties are described in this IFB. You are invited and encouraged to inspect the property and make your own assessment of the property conditions prior to submitting a bid. You may inspect the property by appointment only. Please schedule an appointment with Refuge Manager Dianna M. Ellis at 208-267-3888 or Dianna_Ellis@fws.gov. Failure to inspect the property or to be fully informed as to the condition of any or all 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.

Removal
Off-site removal must be completed **ninety (90)** days from the date of bid acceptance.

Invitation for Bids:

Bids for the purchase of the property described herein will be received and then publicly opened at 2:00 p.m. on Thursday, July 8, 2010 at the Real Property Disposal Office, Room 1161. General Services Administration, 400 15th Street SW, Auburn, Washington 98001.

This Invitation is issued subject to, and bids submitted must be in compliance with and subject to, the provisions of this Invitation for Bids, including its Schedule, General Terms of Sale, Instructions to Bidders, and Bid Forms and Acceptance, all of which are attached hereto and by this reference made a part thereof.

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1. PROPERTY DESCRIPTION:

Bidders are reminded that the properties are offered for sale and will be sold "**As is**" and "**Where is**" without representation, warranty, or guarantee, 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 for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

The property is a 1,460 square foot, two-story single family residence with hardwood accents and new dual pane windows and vinyl siding.

2. LOCATION:

The property is located within the Kootenai National Wildlife Refuge at 287 Westside Road in Bonners Ferry, Idaho 83805-5172. The Kootenai National Wildlife Refuge is located in Idaho's Panhandle approximately 20 miles south of the Canadian border and 5 miles west of the town of Bonners Ferry, Idaho

SPECIAL TERMS OF SALE

The property is offered for sale on an ALL CASH BASIS. No offers will be considered which specify terms other than cash.

Bids must be accompanied by a bid deposit of **Fifty Dollars ($50.00)**. The deposit must be in the form of a certified check, cashier's check or bank money order made payable to General Services Administration. **PERSONAL CHECKS OR COMPANY CHECKS ARE NOT AN ACCEPTABLE FORM OF DEPOSIT AND THEIR SUBMITTAL WILL CAUSE REJECTION OF THE BID AS NON-RESPONSIVE.**

The description of the property set forth in this Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on information available to the GSA Real Property Disposal 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 any other Federal agency, shall not constitute grounds or reason for nonperformance of the contracts of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

Possession of the property will be granted to the successful bidder in writing effective the date the full purchase price has been received. The purchaser agrees to assume possession effective that date with all attendant rights and responsibilities.

In the event the purchaser fails to consummate the transaction, the Government may retain the bid deposit as liquidated damages or the bid deposit may be returned to the purchaser or the Government may sue for specific performance, all at the Government's option.

The Government is not going to conduct or fund the following services: (1) testing or pumping (2) appraisal or (3) environmental testing. If a purchaser desires these services, they are to be acquired at the purchaser's expense.

If a bid for the purchase of the property is accepted, a Bill of Sale will convey the Government's interest. No warranties express or implied, are given with regard to the condition of the property. The property is offered for sale "**as is**" and "**where is**". The government does not make any guaranty or warranty, express or implied, with respect to the property as to quantity, quality, character or condition, size or kind; or what the property is in condition or fit to be used for the purpose for which intended. Failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in this IFB, and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but 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 bidder against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

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 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; all as may be modified and supplemented by any addenda 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. Descriptions In Invitation For Bids. 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 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 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 guaranty 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 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 this Invitation for Bids or Sales Agreement.

6. Continuing Offers. Each bid received shall be deemed to be a continuing offer after the date of the bid for 45 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 45 calendar days. The Government will hold only the high bidder's deposit. Other bid deposit checks will be returned uncashed. Checks are routinely mailed out within 5 workdays following the bid opening. If the Government desires to accept any bid after the expiration of the 45 calendar days, the consent of the bidder shall be obtained prior to such expiration.

The high bidder may be subject to a background investigation by the Government.

7. a. (Deleted)

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 one and one-half percent (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.

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.

In the event of a major loss or damage to the property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder, such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the property as a result of said major loss or damage may be considered in granting an allowance on the purchase price, such allowance to be determined by the Contracting Officer. In any case, 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.

10. Insurance. The Government is not imposing any insurance requirements on the purchaser for the time period between award and possession.

11. Revocation Of Bid And Default. In the event of revocation of a bid after the opening of bids or conducting of an action 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 this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation 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.

13.
Deleted

14. Deleted

15. Tender Of Payment And Delivery Of Instrument Of Conveyance. The Government shall set a sale closing date. The balance of the purchase price must be submitted to the Government agency holding title within 45 days of the date of award unless otherwise stated. The successful bidder shall tender to the Government the balance of the purchase price by Cashiers check. 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.

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 one and one-half percent (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.

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.

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.

INSTRUCTIONS TO BIDDERS

1. Bid Form.

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

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

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

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

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

3. Bid Executed On Behalf Of Bidder. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

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

4. Bid Deposit. Each bid must be accompanied by a bid deposit in the form of a certified check or cashier's check, payable to the order of the Government agency holding title and the name of the bidder, so that either the Government agency or the bidder, if

BIDDER REGISTRATION AND BID FORM
FOR PURCHASE OF GOVERNMENT PROPERTY

Kootenai National Wildlife Refuge
Single Family Residence for "Off-Site Removal"
Property Code 197 GSA Control No. 9-I-OR-0779
Sealed Bid Sale
Bid Opening 2:00 PM, Thursday July 8, 2010

To: General Services Administration, Real Property Disposal Office (9PZF), GSA Center, 400 15th Street SW, Auburn, WA 98001-6599

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered below if this bid is accepted by the Government within Forty Five (45) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PZF-10-07, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Bidder Registration and Bid Form for Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this bid.

The bid must be accompanied by a Fifty Dollar ($50.00) bid deposit. The deposit amount is listed below and contained in Special Terms of Sale. *The deposit must be in the form of a certified check, cashier's check, bank/postal money order. Do not use personal or company checks. All checks payable to "General Services Administration".*

Amount Bid $_____

If this bid is accepted, the deed should name the following as grantee(s):

_____

Indicate above the manner in which title is to be taken (e.g., husband and wife; joint tenants; tenants in common). Include addresses. Indicate marital status. Include name of spouse if to be named as grantee. If deed is to be made to partnership, provide partnership name. If deed is to be made to partners, provide names of partners.

Bidder Represents that (s)he operates as (check appropriate box):

- ☐ an individual
- ☐ an individual doing business as_____
- ☐ a partnership consisting of (include full names of all partners)_____

_____

- ☐ a corporation incorporated in the State of _____
- ☐ a trustee or an agent with recorded power of attorney acting for _____

_____
Signature of Bidder:

Name_____Date_____

Address_____

City/State/Zip_____Telephone (_____)_____

E-Mail Address_____

unsuccessful, may negotiate the draft. See "Special Terms of Sale, Bid Deposits-Terms" for further clarification.

Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. After the award, action will be taken within 5 working days to return all bid deposits with the exception of the deposit from the high bidder.

5. Additional Information. The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

6. Waiver Of Informalities Or Irregularities. The Government may, at its election, waive any minor informality or irregularity in bids received.

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

8. Notice of Acceptance or Rejection. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof

CERTIFICATE OF CORPORATE BIDDER
(For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 7, Paragraph 3(a), Bid Executed On Behalf Of Bidder for instructions)

Kootenai National Wildlife Refuge
Single Family Residence for "Off-Site Removal"
Property Code 197 GSA Control No. 9-I-OR-0779
Sealed Bid Sale
Bid Opening 2:00 PM, Thursday July 8, 2010

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

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

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its

governing body and is within the scope of its corporate powers.

_____
(Signature of Certifying Officer)

(Corporate Seal Here)