

Auction
U.S. Government Property

OFFSITE REMOVAL of the
THE PINK HOUSE
60 PLUM ISLAND TURNPIKE
NEWBURY, MA 01951

****No Land is Included in this Sale****



Invitation For Bids: #BOSTN-124-003-001
Issue Date: July 10, 2024

AUCTION SUMMARY:

Sale Type: Online Auction
Start Date: Wednesday, July 10, 2024, 9:00 AM CST
End Date: To Be Determined
Starting Bid: **\$3,000.00**
Registration Deposit: **\$1,500.00**
Bid Increment: **\$1,000.00**

DIRECT AUCTION QUESTIONS TO:

Giselle E. Rubiera, Realty Specialist
Office of Real Property Disposition (1PZ)
New England Region
giselle.rubiera@gsa.gov

SEND BIDDER REGISTRATION FORM AND REGISTRATION DEPOSIT TO:

Mail: U.S. General Services Administration
Office of Real Property Disposition (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, Suite 1100
Boston, MA 02222
Attn: Lawanda Maryland
Email: realestate.sales@gsa.gov

GSA DISPOSITION WEBPAGE: <https://disposal.gsa.gov>

ONLINE AUCTION:

Go to RealEstateSales.gov for the most up-to-date information on the sale of the Property.

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DESCRIPTION OF PROPERTY

OFF-SITE REMOVAL:

The structure at 60 Plum Island Turnpike, Newbury, MA 01951, known as The Pink House (the "Structure"), is being auctioned for offsite removal.

The auction is for the Structure only. No land is included in the sale.

ADDRESS:

The Structure is located at 60 Plum Island Turnpike, Newbury, Essex County, MA 01951. See location on aerial photo on page 5.

LOCATION AND SETTING:

The Structure is in the Parker River National Wildlife Refuge (NWR or Refuge).
Map coordinates: 42°47'47"N 70°49'49"W / 42.796300°N 70.830223°W.

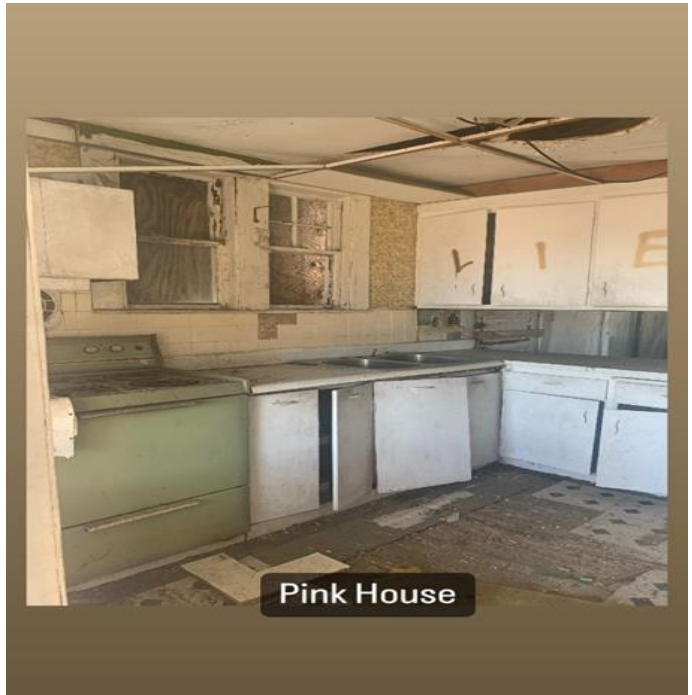
DESCRIPTION:



The Structure was constructed in 1925. It is an approx. 1,514 square foot two-story residence with an unfinished basement and walk-up attic. The Structure is constructed of wood, pressboard, shingles and has an asphalt roof. Interior walls are constructed of plaster and sheetrock. Floors are carpet and linoleum. The basement is approx. 638 sf and is covered with standing water.

The Structure has been unoccupied for several decades. Due to the age and condition of the Structure, there is lead-based paint, asbestos and mold; no abatement has been conducted.

See additional photos on following page.





U.S. Fish & Wildlife Service

Parker River National Wildlife Refuge



Locus Map - 60 Plum Island Turnpike, Newbury, Essex County, MA 01951

GENERAL TERMS OF SALE

DEFINITIONS

The terms described in paragraphs a) through aa) below shall have the meanings set forth therein.

a) ACCEPTED BID

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

b) ADDITIONAL DEPOSIT

The term "Additional Deposit" is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

c) AGREEMENT OF SALE

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

d) AS-IS

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Structure in whatever condition it presently exists, and that the Purchaser will accept the Structure "with all faults," whether they could be ascertained by an inspection of the Structure or review of any due diligence material available.

e) AUCTION

The term "Auction" is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

f) BACKUP BIDDER

The term "Backup Bidder" refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

g) BID

A "Bid" is an offer to purchase the Structure subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

h) BID INCREMENT

The "Bid Increment" is a specified amount of money posted on the Website.

i) BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Structure.

j) BIDDER REGISTRATION FORM

The term "Bidder Registration Form" refers to the form titled "Bidder Registration for Purchase of Government Property."

k) BUSINESS DAY

The term "business day" means all calendar days except Saturdays, Sundays, and public holidays pursuant to 5 U.S.C. § 6103 subsections (a) & (b)(1).

l) CLOSING DATE

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

m) EIN

The term "EIN" refers to an entity's Employer Identification Number.

n) GOVERNMENT

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

o) GSA

The term "GSA" refers to the United States General Services Administration, a federal agency.

p) HIGH BID

The term "High Bid" refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the "Current Winning Bid" or the "Current Bid."

q) INACTIVITY PERIOD

The "Inactivity Period" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

r) INITIALLY ANTICIPATED CLOSE OF AUCTION

The "Initially Anticipated Close of Auction" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

s) INVITATION FOR BIDS

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Specific Terms of Sale; Instructions to Bidders; Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

t) PURCHASE PRICE

The "Purchase Price" is the amount of money offered in the Accepted Bid.

u) PURCHASER

The term "Purchaser" refers to the Bidder of the Accepted Bid and is used interchangeably with "Grantee."

v) REGISTRATION DEPOSIT

The term "Registration Deposit" is defined in the Bidder Registration and Deposit of the Instructions to Bidders portion of this IFB.

w) SSN

The term "SSN" refers to a Social Security Number.

x) TIN

The term "TIN" refers to a Tax Identification Number.

z) WEBSITE

The term "Website" refers to the GSA Auctions® website, GSAuctions.gov, which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

1. OFFSITE REMOVAL & SITE RESTORATION

The sale offering does not include any land. The Structure must be removed from the Government land within 90 days of the execution of the Bill of Sale.

Purchaser shall assume full responsibility for the Structure and remove it entirely from the site. All portions of the Structure and/or building materials, excluding the foundation and basement, shall be taken down. Any other areas disturbed by equipment used to remove the Structure, shall be backfilled to natural grade of the site to the satisfaction of the Government. Travel of wide loads via public roads shall be accomplished in compliance with all traffic regulations and any required permits. All salvage and removal operations shall be conducted in a workmanlike manner.

See additional terms below set forth in paragraphs 8-10.

2. DESCRIPTION PROVIDED IN IFB

The description of the Structure and all other information provided with respect to the Structure are based on information available to the GSA Office of Real Property Disposition and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Structure and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund, or deduction from the Purchase Price.

3. **INSPECTION**

You may view the exterior of the Structure from Plum Island Turnpike anytime during daylight hours. Trespassing at 60 Plum Island Turnpike is prohibited. The Website will be updated to indicate the dates and times which the Structure will be open for inspections for registered Bidders by appointment only. No one will be allowed access to the Structure without the presence of a GSA employee or designee. Bidders are invited, urged, and cautioned to inspect the Structure 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 Structure, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction.

4. **AGREEMENT OF SALE**

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Structure by and between the Purchaser and the Government (the "Agreement of Sale"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government, and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised, or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

5. **CONDITION OF STRUCTURE**

The Government is offering the Structure for sale "AS IS" and disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose. This includes, but is not limited to, representations or warranties concerning the title, character, condition, size, quantity, quality, and state of repair of the Structure. The Government makes no agreement or promise to alter, improve, adapt, or repair the Structure. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Structure is not in condition or fit to be used for any particular purpose. Purchaser is relying solely and wholly on Purchaser's own examination of the Structure, is fully satisfied with the Structure, and accepts any liabilities or costs arising in connection with the condition of the Structure, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Structure.

6. **RISK OF LOSS** As of the Closing Date, the Purchaser shall assume all obligations and liabilities of ownership to the Structure including, without limitation, sole responsibility for the care and handling of the Structure and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim whatsoever upon such grounds will be considered after the close of the Auction

7. **TAXES, ASSESSMENTS AND OTHER COSTS** As of the Closing Date, the Purchaser shall assume responsibility for all general and special taxes or other assessments. The Government is not aware of any past due taxes or payments in lieu of taxes which are owed by the Government for the Structure.

8. DAMAGES FOR FAILURE TO COMPLETE TIMELY REMOVAL

- a. Purchaser shall be liable to the Government for failure to complete removal operations for any item before the removal operation deadline, except as provided in Paragraph 10, Causes Beyond the Control of the Purchaser.
- b. Liquidated damages shall be \$100 per day for the period from the removal operations deadline to the day upon which the Government determines that the removal operations have been completed or until the day the Structure is determined by the Government to be forfeited.

9. FORFEITURE OF STRUCTURE – LIABILITY FOR REMOVAL COST

If Purchaser fails to complete the removal obligations to the complete satisfaction of the Government before the removal operations deadline, the Government may, at its option:

- a. Declare forfeited the Structure or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the Purchaser and make whatever disposition it elects with regard to the Structure and materials resulting from such removal; and
- b. Declare forfeited the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on the account, including any payments made towards the full amount of purchase; AND
- c. Collect damages in accordance with Paragraph 8 of the Terms of Sale, Damages For Failure to Complete Timely Removal.

10. CAUSES BEYOND CONTROL OF THE PURCHASER

Purchaser shall not be liable for damages resulting from failure to complete timely removal operations if:

- a. The delay in completion of removal obligations arises from unforeseen causes beyond the control of purchaser including, but not limited to acts of God, acts of the public enemy, acts of the Government; and
- b. The purchaser, within 5 days from the beginning of such delay notifies the Government in writing of the causes of the delay; and
- c. The Government ascertains the facts and the extent of the delay and extends the time for completing the removal without liability on the part of the purchaser.

11. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Structure are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of

any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeiture by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeiture upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

12. GOVERNMENT LIABILITY

If the Government accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser performs its obligations as set forth herein to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

13. BILL OF SALE

If a bid for the purchase of the Structure is accepted, a Bill of Sale in conformity with local law and practice will convey the Government's interest.

14. TENDER OF PAYMENT AND DELIVERY OF BILL OF SALE

The closing date of the sale (the "Closing Date") will be set by the Government and will be no later than thirty (30) calendar days after acceptance of the Accepted Bid. The Government reserves the right to extend such Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender the balance of the Purchase Price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver a Bill of Sale to the Purchaser.

15. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Structure.

16. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses

covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- a. Huawei Technologies Company
- b. Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether that usage is related to the terms and conditions of this IFB, and the certification extends until closing of the transaction as specified herein.

17. EXCLUDED PARTIES

GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at www.sam.gov > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form. Accordingly, bidders are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

SPECIFIC TERMS OF SALE

NOTICE OF PRESENCE OF ASBESTOS CONTAINING MATERIALS (“ACM”)

- a) Bidders are warned that the Structure 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 (OSHA) and the U.S. Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers, and which can result in disability or death.
- b) Bidders are invited, urged, and cautioned to inspect the Structure to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Structure as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required 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 Structure including, without limitation, any asbestos hazards, or concerns.
- c) No warranties either express or implied are given regarding the condition of the Structure including, without limitation, whether the Structure 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 Structure offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d) The description of the Structure set forth in this IFB and any other information provided therein with respect to said Structure 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 Structure and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Structure which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f) The Bidder further agrees that in its use and occupancy of the Structure it will comply with all Federal, state, and local laws relating to asbestos.

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

The Structure that is the subject of this sale was built before 1978 and contains lead-based paint.

- a) Every purchaser of any interest in residential real or personal property on which a dwelling 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 or personal property is required to provide the buyer with any information on lead-based paint hazards from risk assessments and paint inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment and paint inspection for possible lead-based paint hazards is recommended prior to purchase.
- b) Paint Inspection. The Government prepared a paint inspection report. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the paint inspection and any other reports prior to submitting a bid.
- c) The Purchaser is required to abate pursuant to a risk assessment that is no more than twelve months old at the time the abatement project begins. Bidders are warned that if more than 12 months have elapsed from the date on the Government's risk assessment to the time when on-site preparation activities for the abatement commence, the risk assessment must be made current by the Purchaser prior to the commencement of such activities, at no cost to the Government. The Government will provide a Risk Assessment in compliance with 40 CFR 745.227 to Purchaser prior to the delivery of the Bill of Sale.
- d) Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet Protect Your Family From Lead in your Home. A copy of the pamphlet is available from GSA through the GSA Real Property Disposition Project Manager or from GSA's website at <https://disposal.gsa.gov/resource/EPALeadingBasedPaintBrochure>. GSA encourages every bidder to review this pamphlet prior to submitting a bid.
- e) Disclosure Form. The successful bidder must complete and execute the appropriate portions of the form entitled United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and submit the form with requisite earnest money prior to award.
- f) Abatement and Clearance. For any residential improvement constructed prior to 1960, the Purchaser shall either (a) abate all lead-based paint hazards prior to residential occupancy or (b) demolish the improvement. Title shall be conveyed to the Purchaser in a Bill of Sale that elaborates upon these requirements.
- g) If the Purchaser determines to abate the lead-based paint hazards, the Purchaser shall abate all lead-based paint hazards in accordance with 40 CFR 745.227 and other applicable laws and regulations prior to the occupancy of any residential Improvements prior to 1960. The Purchaser shall ensure a clearance examination is performed in accordance with 40 CFR 227(e) and 24 CFR 35.1340(c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination must indicate that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). The Purchaser shall provide the landholding agency and GSA with an executed Certificate of Completion of Lead Abatement prior to said occupancy, a copy of which is set forth in this Invitation for Bids. The Purchaser must attach to the Certificate a copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint

inspections and in accordance with 40 CFR 745.227(e)(10). Purchaser shall indemnify and defend the United States for any claims or losses arising from Purchaser's use of Improvements built before 1960 that have not been abated by the Purchaser in accordance with the IFB and the Bill of Sale.

NOTICE OF THE PRESENCE OF MOLD

The Purchaser is notified that various forms of mold may be present at the Structure. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure. The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores. Information provided to Purchaser with respect to the Structure is based on the best information available to the Government 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 Structure and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Bidder, its successors, assigns, employees, invitees, or any other person subject to the Bidder's control or direction.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction starts Wednesday, July 10th, 2024, at 9:00 a.m. (Central Time).

2. TYPE OF SALE

The sale of the Structure will be conducted through an online auction on the Website (the "Auction").

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. The Purchaser must arrange for its own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Structure for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Structure but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Structure and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

Bidder registration is a multi-step process set forth in the following paragraphs. All steps must be fully completed in the manner described below.

- 1) Complete Online Registration: Bidders must register online at the Website. Once on the Website, click on "Register", establish a username and password, and provide the requested account information. A username and password are used to register online and to place Bids. The password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB. A Bidder that previously registered on the Website can login using the username and password that such Bidder previously established. It is the Bidder's responsibility to establish its username and password on the Website. In the event a Bidder forgets its username or password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten username and/or password.

A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Structure as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy

Act of 1974, 5 U.S.C. Section 552a, and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit. A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity. The credit card information provided as a part of the online registration process is used strictly for validation purposes. The Website does not automatically charge credit cards on file. For more information and assistance with the online registration process, please go to the Website.

- 2) Complete Bidder Registration Form: Bidders must complete and submit the Bidder Registration Form that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.
- 3) Provide Registration Deposit: A deposit in the amount of **\$1,500.00** (the "Registration Deposit") must accompany a Bidder's Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Check must be made payable to: "U.S. General Services Administration." If a Registration Deposit will be paid by credit card, Bidders must also provide the requested card information under the portion of the Bidder Registration Form titled "Registration Deposit". The Registration Deposit cannot be made via the Website.
- 4) To complete the Bidder registration process, send the completed Bidder Registration Form, along with the Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Disposition (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, Suite 1100
Boston, MA 02222
Attn: Lawanda Maryland
- 5) If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by email to realestate.sales@gsa.gov.
- 6) At such time that the Bidder completes the online registration process on the Website, GSA receives the fully completed Bidder Registration Form, and GSA verifies the Bidder's Registration Deposit is received and in satisfactory form, the Bidder will be allowed to participate in the Auction.
- 7) It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the Auction until the entire registration process is complete.
- 8) Registration may occur at any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder's registration will be completed prior to the announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.
- 9) In the event a party completes the Bidder registration process, but never places a Bid on the Website, such party will be entitled to a refund of its Registration Deposit.

6. BIDDING IN GENERAL

- 1) After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Structure. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's username and password.

The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check its bidding status by clicking on the "Bid History" section of the Website.

- 2) Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.
- 3) Bids must be submitted without contingencies.
- 4) The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures its default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity on the Website. Bids are immediately posted on the Website upon receipt. If a Bidder does not have the High Bid and the Auction has not closed, that Bidder can place another Bid. Bids cannot be lowered or canceled provided, however, that a Bidder can decrease the maximum amount of its proxy Bid to the extent and in the manner described in the Flat Bidding and Proxy Bidding; Increasing a Bid Online Section below.

If a Bid is not accurately shown on the Website, call GSA at 617-565-5700. Bidders are urged to pay close attention to the Website which will contain new, revised, and useful information regarding the High Bid, the Bid Increment, and the closing date of the Auction. It is each Bidder's responsibility to monitor the Website for any updates to the Structure and the IFB.

8. FLAT BIDDING AND PROXY BIDDING; INCREASING A BID ONLINE

- 1) The Website allows Bidders to place flat Bids or proxy Bids:

A flat Bid is a Bid with an amount that is at least the then lowest amount that the Website will allow to be placed in order to participate in the Auction. This means that a flat Bid will be either: (i) an amount that is at least the Starting Bid of the Auction (if a Bidder is the first Bidder to place a Bid); or (ii) an amount that is at least the then current High Bid plus the Bid Increment. This amount will not increase unless such Bidder manually submits another Bid on the Website.

Proxy bidding provides a Bidder with the ability to submit a Bid with a maximum amount that a Bidder is willing to pay for the Structure, provided, however, that such maximum amount must be greater than the then current High Bid plus the Bid Increment. Note that such maximum amount does not need to be a numeric multiple of the Bid Increment, but must be a whole dollar amount. If a Bidder uses proxy bidding, the Website will automatically incrementally Bid on that Bidder's behalf to keep that Bidder's Bid as the then current High Bid until such maximum amount is reached. This means that, in certain instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The

maximum amount that a Bidder includes in its proxy Bid is not disclosed to other Bidders.

- 2) If a Bidder selects to receive e-mail notifications during registration, the Website will provide notification to such Bidder if its Bid is no longer the then current High Bid. If a Bidder desires to submit another Bid, it can submit another flat Bid or reset its maximum Bid amount under its proxy Bid until such time that the Auction closes. The Registration Deposit will apply to all subsequently placed Bids. When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Structure will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Structure even if the higher maximum amount does not exceed the lesser maximum amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.
- 3) A Bidder may increase or decrease its maximum amount under its proxy Bid at any time provided, however, that a Bidder may not decrease its maximum amount below the then current High Bid plus Bid Increment. If a Bidder's Bid is the then current High Bid, increasing such Bidder's maximum amount under its proxy Bid will not increase such High Bid unless and until another Bid is placed.
- 4) **All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at any time prior to the close of the Auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit a Bid or the inability of the Government to receive a Bid for whatever reason. Failure to receive a Bid may include, but is not limited to the following:

- 1) Receipt of a garbled or incomplete Bid.
- 2) Availability or condition of the sending or receiving electronic equipment.
- 3) Incompatibility between the sending and receiving equipment and software.
- 4) Malfunctioning of any network, computer hardware or software.
- 5) Delay in transmission or receipt of a Bid.
- 6) Failure of Bidder to properly identify the Bid.
- 7) Security of Bid data.
- 8) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- 9) Unavailability of GSA personnel.

If a Bid is not accurately shown or a Bidder cannot enter a Bid on the Website, call GSA at 617-565-5700 for assistance.

The Website will NOT be available during the following system maintenance windows:

- **Saturday: 5:00 a.m. to 8:00 a.m. CT**
- **Sunday: 6:00 a.m. to 10:00 a.m. CT**

10. AUCTION CLOSE

- a) Posting of the Close of Auction. The Government will post on the Website the date and time on which the auction is anticipated to close (shown on the Website as “Close Time”). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as “Time Remaining”).
- b) Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the “Inactivity Period”) and is posted under the “Bidding Details” tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24-hours represented as 1440 minutes. The Auction closes when the High Bid remains unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Structure under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24-hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.
- c) Exceptions for Weekends and Holidays. **Notwithstanding the foregoing, the Auction will not close if the Inactivity Period ends between: (i) 12:01 a.m. on Saturday through 11:59 p.m. on Sunday (“Weekend”); or (ii) 12:01 a.m. through 11:59 p.m. on any [Federal Holidays](#) (“Federal Holiday”). If the Inactivity Period ends on a Weekend or Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holidays.**
- d) **Bidders are responsible for monitoring the Website for the posting of the Initially Anticipated Close Date, the Inactivity Period, and any adjustments to the time and date of the anticipated close of the Auction.**

11. CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Structure until the earlier of: (a) 30 calendar days after the close of the Auction; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 30-calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance. Notwithstanding the foregoing, the Bid of the Backup Bidder shall be deemed to be a continuing offer to purchase the Structure for the period of time that the Government retains the Registration Deposit of the Backup Bidder, as further described in the “Backup Bidder” Section below.

12. GOVERNMENT’S RIGHT TO ACCEPT A BID

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that is most advantageous to the Government as determined by the Government in its sole and absolute discretion.

Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used.

13. BID EXECUTED ON BEHALF OF BIDDER

- 1) If the Bidder Registration Form is executed by an attorney or agent on behalf of the Bidder, it 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.

- 2) If the Bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed and accompany the Bidder Registration Form. Such certificate must be executed under the corporate seal of the Bidder by a duly authorized officer of the corporation other than the officer signing the Bidder Registration Form. In lieu of the Certificate, there may be attached to the Bidder Registration Form, copies of so much of the records of the corporation as will show the official character and authority of the officer signing the Bidder Registration Form, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- 3) If the Bidder is a partnership and all partners sign the Bidder Registration Form with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, then the names of all those except limited partners must be furnished on the Bidder Registration Form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bidder Registration Form on behalf of the partnership.
- 4) If the Bidder is a limited liability company, a Certificate of Corporate Bidder, included in this IFB, must be completed and executed by the manager of the limited liability company, and accompany the Bidder Registration Form.

14. 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 its duly authorized representative at the fax/phone number or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a Registration Deposit, as described in the Refund of Registration Deposits Section below.

The processing of a Registration Deposit by the Government shall not constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Auction for any reason (or no reason) without accepting any Bid and, further, has the right to resume the Auction or start a new auction at any time. In the event of a temporary suspension of the Auction due to technical problems or other bidding issues, the Government will re-open bidding with the High Bid that was posted to the Website immediately prior to the occurrence of such problems or issues and allow the Auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale of the Structure and/or Auction at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

16. ADDITIONAL DEPOSIT AND TRANSACTION CLOSING

Within three (3) business days of acceptance of the Accepted Bid, the Purchaser agrees to deposit an additional amount (the “**Additional Deposit**”) in the form of a wire transfer, certified check or cashier’s check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the Purchase Price. Failure to provide the Additional Deposit will result in a default and forfeiture of the Registration Deposit. At the time of closing, all monies paid by the Purchaser will be credited, without interest, towards the Purchase Price.

17. REFUND OF REGISTRATION DEPOSITS

- 1) Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Structure. Registration Deposits provided by credit card will be credited to the same account number provided. Refunds will usually be processed within three business days.
- 2) The Registration Deposit received from the Backup Bidder will be held in the manner described in the section immediately below. The Registration Deposit of the Bidder with the Accepted Bid will be held in accordance with the Agreement of Sale. All other Registration Deposits will be processed for refunds after the close of the Auction, or upon written request to withdraw from the Auction, unless the bidder is the first or second high bidder.

18. BACKUP BIDDER

The Government may elect to accept the Bid of the Backup Bidder if the Bidder of the originally Accepted Bid is unable to fully complete the transactions according to the terms and conditions of this IFB including, without limitation, if such Bidder fails to provide the Additional Deposit. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the Bidder of the originally Accepted Bid completes the transactions. If the Government elects to accept the Bid of the Backup Bidder, then the Backup Bidder becomes the Purchaser under the Agreement of Sale.

The Registration Deposit of the Backup Bidder will be returned in the event the Government does not elect to accept the Bid of the Backup Bidder. In the event that the Government is unable to complete the transaction with both the Bidder of the originally Accepted Bid and with the Backup Bidder, the Government reserves the right to consider the other remaining Bid(s) and accept any of the same if it is in the best interest of the Government, as determined by the Government in its sole discretion provided, however, that the Government will use the same evaluative factors described in the Government's Right to Accept a Bid Section above.

19. ADDITIONAL INFORMATION

GSA will make reasonable efforts to answer requests for additional information concerning the Structure to facilitate preparation of Bids.

20. BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Structure on the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory when made available on the Website.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

The Pink House Off-Site Removal ONLY
60 Plum Island Turnpike, Newbury, MA 01951
IFB#BOSTN-124-003-001
REGISTRATION DEPOSIT: \$1,500.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see: Instructions to Bidders, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A trustee, acting for _____
- THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE:*
- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- Other _____

Registration Deposit (check one):

- By certified or cashier's check made payable to the **U.S. General Services Administration**
- By Credit/Debit Card: _____ Exp: ____/____ CSC/CVC _____
 - Visa MasterCard Debit
 - Discover American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Structure as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within THIRTY (30) calendar days after the auction close date. This Bid Form is made subject to the terms of **IFB No. BOSTN124003001** including the Structure Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, 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 any bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government Property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit Attn: Lawanda Maryland to:
U.S. General Services Administration
Real Property Disposition (1PZ)
10 Causeway Street, Suite 1100, Boston MA 02222

EMAIL: Realestate.sales@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

**The Pink House Off-Site Removal ONLY
60 Plum Island Turnpike, Newbury, MA 01951
IFB#BOSTN-124-003-001**

I, _____, certify that I am _____
(Secretary or Other Title) of the
corporation/organization named as the bidder in the Bidder Registration Form for Purchase of
Government Structure (the "Form"); that _____ signed the Form
(Name of Authorized Representative)
on behalf of such bidder as the _____ of said
(Official Title)
corporation/organization; that the Form was duly signed for and on behalf of said corporation/organization by
authority of its governing body and is within the scope of its corporate/organization powers; and that any bid
placed for the purchase of the Structure is authorized by said corporation/organization and within the scope of its
corporate/organization powers.

Signature of Authorized Representative

Date