

**Sealed Bid Sale  
U.S. Government Property**

**Former Mio Administrative Site  
Mio, Michigan**

**Huron - Manistee  
*National Forest***



**Sealed Bid Sale  
IFB No. CHICA113009001**

## INVITATION FOR BIDS - SEALED BID SALE

### **AUCTION SUMMARY**

|  |   |
|--|---|
| <b><u>Sale Type:</u></b>                 | Sealed Bid Sale   |
| <b><u>Bid Opening Date and Time:</u></b> | WEDNESDAY June 12, 2013 at 2:00 PM (CST)  |
| <b><u>Minimum Bid:</u></b>               | \$50,000.00   |
| <b><u>Bid Deposit:</u></b>               | 10% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration. |
| <b><u>Terms:</u></b>                     | All cash, as is. Balance due in thirty (30) days after Bid Acceptance.  |

Any and all Bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including, without limitation: 1) the Instructions to Bidders for Sealed Bid; and 2) the General Terms of Sale.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

**SALES INFORMATION:** Richard Balsano  
Phone: (312)353-0302  
Email: [richard.balsano@gsa.gov](mailto:richard.balsano@gsa.gov)

**SUBMIT SEALED BIDS TO:** U.S. General Services Administration  
FAS c/o Julie McCallum  
T. P. O'Neill Federal Building, Room 1085  
10 Causeway Street  
Boston, MA 02222

## **TABLE OF CONTENTS**

|   |         |
|---|---------|
| Property Description                            | Page 4  |
| General Terms of Sale                           | Page 6  |
| Instructions to Bidders for Sealed Bids         | Page 13 |
| Notices and Covenants                           | Page 18 |
| Bid Form  | Page 22 |
| Certificate of Corporate/Organization Bidder    | Page 23 |
| Attachment A – Survey                           | Page 24 |
| Attachment B – Easement to be Recorded (sample) | Page 25 |

# PROPERTY DESCRIPTION

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## 1. GENERAL DESCRIPTION

The ±1.75-acre property is located at 401 N. Court Street in Mio, Michigan, and consists of one (1) office building, one (1) warehouse, and one (1) utility building. The improvements are further described as follows:

**District Office Building:** Built in 1956; ± 2,400 square feet; wood sided structure with asphalt shingles; 13 interior rooms, including reception area/lobby, eight (8) small offices, two (2) communal space rooms, utility room, mechanical room, men's & woman's restrooms;

**Warehouse:** Built in 1955; ± 3,520 square feet; wood sided structure with asphalt shingles; and

**Old Oil House:** Built in 1956; ± 167 square feet; wood sided structure with asphalt shingles.

## 2. LEGAL DESCRIPTION

Part of the South One-Half of the Northwest One-Quarter of the Southwest One-Quarter of Section 7, Township 26 North, Range 3 East, more fully described as:

Commencing at the West One-quarter corner of said Section 7; thence South 0°11'18" East along the West line of said Section 7, 1,081.40 feet to the Point of Beginning; thence continuing South 0°11'18" East along said West line, 219.50 feet to the centerline of Fourth Street; thence North 89°51'28" East along said centerline, 346.84 feet to the centerline of Court Street; thence North 0°12'34" West along said centerline, 219.50 feet; thence South 89°51'28" West parallel with said centerline of Fourth Street, 346.76 feet to the Point of Beginning. Said parcel contains 1.75 acres of land, more or less.

SUBJECT TO the right-of-way for M-33 along the Westerly portion thereof as described in Liber 118, Page 327, Oscoda County records.

ALSO SUBJECT TO the right-of-way for Fourth Street along the Southerly 33 feet thereof and also the right-of-way for Court Street along the Easterly 33 feet thereof.

AND ALSO SUBJECT TO all other agreements, covenants, easements, right-of-ways, reservations and restrictions of record, if any.

## 3. SURVEY

See "Attachment A – Certificate of Survey"

## 4. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

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, other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above, any state of facts that would be disclosed by a physical examination of the property; any state of facts that an accurate and adequate survey of the property would disclose; and any and all other matters of record.

## **5. EASEMENT EXECUTION REQUIREMENT**

Upon closing, the Grantee shall be required at their own expense to grant an easement to the Oscoda County Road Commission for rights-of-way for Fourth Street and Court Street roadways. A draft copy of the required grant of easement document is included as "Attachment B" and incorporated herein. The description for the easement is as follows:

A strip of land 33 feet in width, lying North of centerline of a public road described as 4th Street in the Village of Mio, Michigan. Point of beginning known as the intersection of M-33 and 4th Street, thence East to the centerline of 4 Street and Court Street.

Also:

A strip of land 33 feet in width, lying West of centerline of a public road described as Court Street in the Village of Mio, Michigan. Point of beginning known as intersection of 4th Street and Court Street, thence North 219.50 feet, according to a survey recorded in Register of Deeds Office for Oscoda County, Mio Michigan, Liber 207, Page 07517. All being part of the South Half of the N.W. Quarter of the South West Quarter of Sec. 7, Town 26 North, Range 3 East.

## **6. UTILITIES & SERVICE PROVIDERS**

Public sewer, water, electric, gas and telephone are available at the property. Transfer of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the local utility providers for information on the availability of utilities.

# **GENERAL TERMS OF SALE**

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## **1. DEFINITIONS**

The terms described in paragraphs a) through w) 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) 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.

### **c) AS-IS**

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### **d) BID**

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

### **e) BIDDER(S)**

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

### **f) BID DEPOSIT**

The term "Bid Deposit" is defined in the Bid Deposit Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

### **g) BID ENVELOPES**

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) **BID FORM AND BIDDER INFORMATION DOCUMENT**

The term "Bid Form and Bidder Information Document" refers to the form titled "Bid Form for the Purchase of Government Property"

i) **BID OPENING DATE**

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) **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.

k) **EIN**

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

l) **GOVERNMENT**

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

m) **GSA / USFS**

The term "GSA" refers to the United States General Services Administration, and the term "USFS" refers to the United States Forest Service, both of which are federal agencies.

n) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money.

o) **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; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid 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.

p) **PLACE OF BID OPENING**

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

q) **PROPERTY**

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

r) **PURCHASE PRICE**

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

s) **PURCHASER**

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

t) **SSN**

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

u) **TIN**

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

v) **WHERE-IS**

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

**2. DESCRIPTION PROVIDED IN IFB**

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal (1PZC) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

### **3. INSPECTION**

There will be opportunities for scheduled inspection dates with GSA and/or USFS personnel. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction.

### **4. AGREEMENT OF SALE**

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property 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 PROPERTY**

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt or repair the Property. 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 Property is not in condition or fit to be used for any particular purpose.

### **6. ZONING**

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

### **7. RISK OF LOSS**

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close

of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

#### **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

#### **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

#### **10. 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 is ready, willing, and able 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.

#### **11. TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA and the USFS may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

## **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

## **15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

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 the acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

## **16. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY**

a) The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated

in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).

- b) Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

#### **17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

**U.S. General Services Administration  
Office of Real Property Utilization and Disposal - Chicago Operations Branch (1PZC)  
77 W. Jackson Boulevard, Room 425  
Chicago, Illinois 60604  
Attn: Richard Balsano**

#### **18. 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 Property.

#### **19. ANTITRUST LAWS**

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the

Government other than to return any and all deposits held by the Government without interest.

## **INSTRUCTIONS TO BIDDERS FOR SEALED BID**

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### **1. BID FORM AND BIDDER INFORMATION DOCUMENT**

(a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by: (i) the Bid deposit (described in Section 2 below). The Official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) before 2:00pm CST on WEDNESDAY June 12, 2013 (the “**Bid Opening Date**”). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

(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) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

(e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

### **2. BID DEPOSIT**

Each Bid must be accompanied by a Bid deposit of 10% of the Bid amount in the form of a certified check, cashier’s check, or postal money order made payable to the **US General Services Administration. Such Bid deposit must be in the form of the United States Currency, United States Postal Service money order, cashier’s check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Money order and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** The Bidder, at its option, may be named as an alternative payee. This will enable Bidders whose Bids are rejected to negotiate the instrument once it is returned. Failure to so provide the Bid deposit shall require rejection of the Bid.

**Upon acceptance of a Bid, the Bid deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.**

For Bids that are rejected, Bid deposits accompanying the rejected Bids will be returned to Bidders, without interest, **within five (5) working days** after rejection of the Bids.

### **3. BID ENVELOPES**

Envelopes containing Bids must be sealed and addressed to:

**U.S. General Services Administration  
FAS c/o Julie McCallum  
T. P. O'Neill Federal Building, Room 1085  
10 Causeway Street  
Boston, MA 02222**

The above-listed address is referred to in this IFB as the **"Place of Bid Opening"**.

The name and address of the Bidder must be shown in the upper left corner of the Bid envelope. On the lower left corner of the Bid envelope it must state:

**Invitation for Bids number: CHICA113009001  
Bid Opening Date: WEDNESDAY June 12, 2013  
Time: 2:00pm CST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 2:00 pm CST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and FedEx.

### **4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS**

(a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- 1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to a an IFB requiring receipt of Bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>); or
- 2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or

3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term “working days” excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

(c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service, Certified Mail® Service or Global courier delivery service (i.e. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail® Overnight Service-Post Office to Addressee” label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. “Postmark” has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

## **5. 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 or her 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. This 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.
  
- (c) **LIMITED LIABILITY CORPORATION (LLC).** If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

## **6. REQUEST FOR INFORMATION**

Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division – Chicago Operations Branch, 77 W. Jackson Boulevard, Room 425, Chicago, IL 60604, GSA will provide additional copies of this IFB and will answer requests for additional available information concerning the Property to facilitate preparation of Bids.

## **7. BIDS TO BE OPENED AT SPECIFIED TIME**

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 4 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

## **8. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

## **9. CONTINUING OFFERS**

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 30 calendar days after the Bid Opening Date; 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.

**10. GOVERNMENT'S RIGHT TO ACCEPT A BID**

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, 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. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.

**11. 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 electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid deposit, as described in the Section 2. Bid Deposit Section above. 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 and all Bids received or portions thereof.

# NOTICES AND COVENANTS

## 1. ENVIRONMENTAL COVENANTS

The Quitclaim Deed by which this property shall be conveyed will include the following language, which the Purchaser hereby agrees to accept and abide by:

### **A. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY**

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, **THE UNITED STATES** gives notice of hazardous substance activity at the subject property by providing **THE GRANTEE** with the following reports:

- (1) Huron Manistee National Forests Asbestos-Containing Materials/Lead-Containing Paint Assessment Report; Property Address: 401 North Court Street, Mio, Michigan; prepared by TriMedia Consultants; this report dated June 17, 2003.*
- (2) Phase I Environmental Site Assessment Mio Administrative Site; Property Address: 401 North Court Street, Mio, Michigan; prepared by TETRA TECH EM INC.; this report dated November 22, 2006.*

### **CERCLA COVENANT**

Pursuant to Section 120(h)(3)(A)(ii) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES** warrants that:

(1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of this conveyance; and

(2) any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the property on the date of the conveyance shall be taken. This covenant shall not apply:

(a) in any case in which **THE GRANTEE**, its heir(s), successor(s), and assign(s), or any successor in interest to the property or part thereof is a Potentially Responsible Party with respect to the property immediately prior to the date of this conveyance; or

(b) to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of a failure to act of **THE**

**GRANTEE**, its heir(s), successor(s), and assign(s), or any party in possession after the date of this conveyance that either:

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

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

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **THE UNITED STATES** conduct or pay for any additional response action, and, as a condition precedent to **THE UNITED STATES** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **THE UNITED STATES** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

#### **CERCLA SECTION 120(h)(3)(A)(iii) ACCESS CLAUSE**

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

#### **B. FSFREA DISCLOSURES AND WRITTEN ASSURANCES**

Pursuant to Section 504(d)(3)(A) of the Forest Service Facility Realignment and

Enhancement Act of 2005 (FSFREA), **THE UNITED STATES** gives notice of the presence of lead-based paint and asbestos-containing building material on the property by providing **THE GRANTEE** with the following reports:

- (1) *Huron Manistee National Forests Asbestos-Containing Materials/Lead-Containing Paint Assessment Report; Property Address: 401 North Court Street, Mio, Michigan; prepared by TriMedia Consultants; this report dated June 17, 2003.*
- (2) *Phase I Environmental Site Assessment Mio Administrative Site; Property Address: 401 North Court Street, Mio, Michigan; prepared by TETRA TECH EM INC.; this report dated November 22, 2006.*

**THE GRANTEE** hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, or disposal of lead-based paint or asbestos-containing building material associated with structures on the property, or the renovation or demolition of existing structures with lead-based paint or asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

**C. THE GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless **THE UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against **THE UNITED STATES** after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws; (a) with respect to any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend and hold harmless **THE UNITED STATES** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by **THE UNITED STATES** in a court of competent jurisdiction.

## **2. PROTECTION OF NAVIGABLE AIRSPACE**

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 the Oscoda County Airport and Lost Creek Airport are 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.

### **3. EASEMENT EXECUTION REQUIREMENT**

Upon closing, the Grantee shall be required at their own expense to grant an easement to the Oscoda County Road Commission for rights-of-way for Fourth Street and Court Street roadways. A draft copy of the required grant of easement document is included as "Attachment B" and incorporated herein. The description for the easement is as follows:

A strip of land 33 feet in width, lying North of centerline of a public road described as 4th Street in the Village of Mio, Michigan. Point of beginning known as the intersection of M-33 and 4th Street, thence East to the centerline of 4 Street and Court Street.

Also:

A strip of land 33 feet in width, lying West of centerline of a public road described as Court Street in the Village of Mio, Michigan. Point of beginning known as intersection of 4th Street and Court Street, thence North 219.50 feet, according to a survey recorded in Register of Deeds Office for Oscoda County, Mio Michigan, Liber 207, Page 07517. All being part of the South Half of the N.W. Quarter of the South West Quarter of Sec. 7, Town 26 North, Range 3 East.



# CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property  
see Paragraph 5 on page 15, "Bid Executed On Behalf Of Bidder" for instructions)

**Former Mio Administrative Site  
Sealed Bid Auction  
IFB#: CHICA113009001**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as Bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

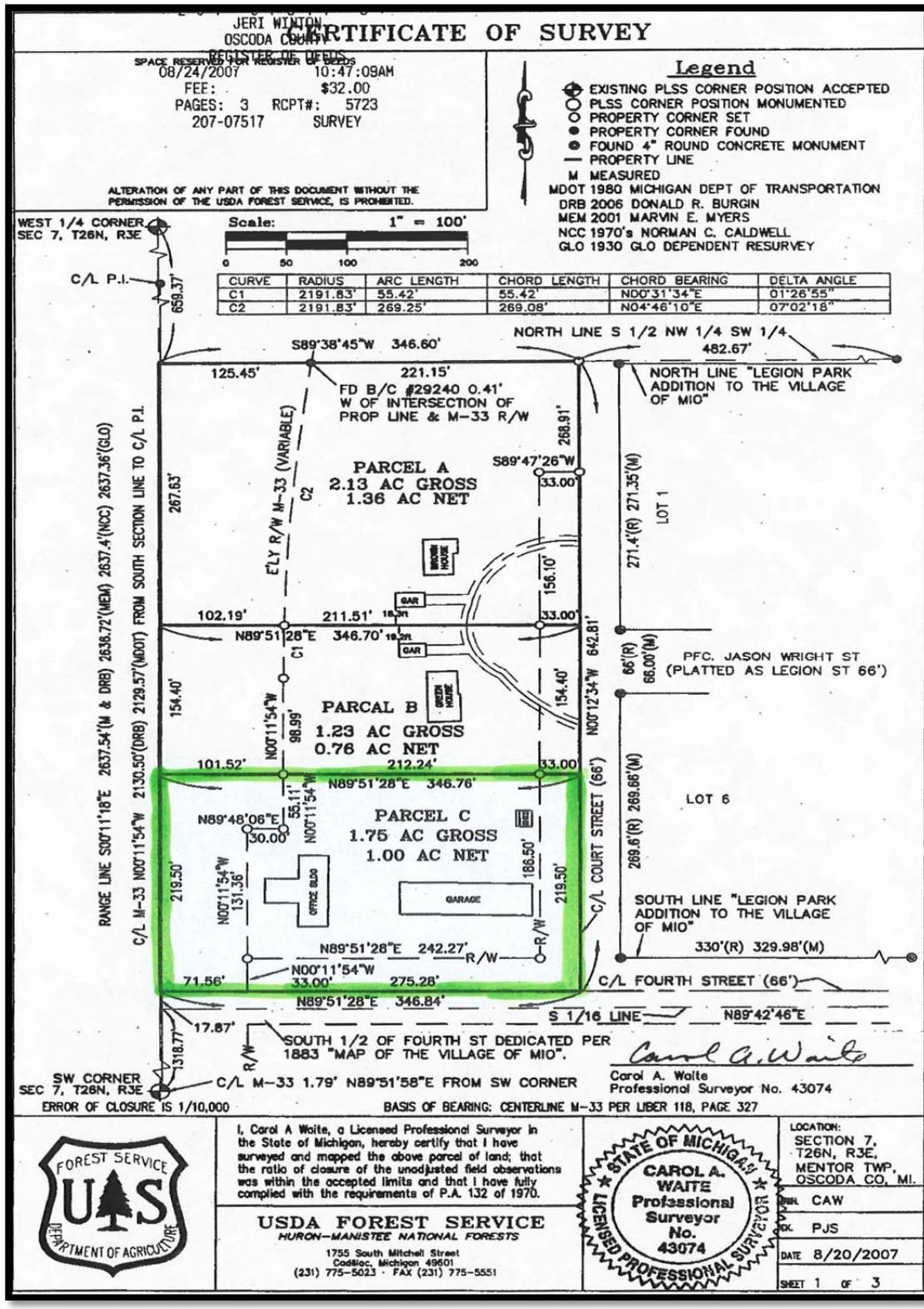
who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said Bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of  
its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

# ATTACHMENT A



**ATTACHMENT B**

*Example*

Received for Record .....  
at ..... o'clock .....  
Liber ..... of ..... Page .....  
Register of Deeds.

HIGHWAY EASEMENT RELEASE -  
COUNTY ROAD COMMISSION -983

Oscoda County Road Commission

**HIGHWAY EASEMENT RELEASE**

For and in consideration of the improvement of 4th Street + Court Street county highway and other valuable consideration, the receipt whereof is acknowledged, the undersigned

Harvey E. Montana and Helen A. Montana, his wife

hereby grant and convey to the Oscoda County Road Commission an easement for highway purposes, in, over and upon the parcels of land described as:

*A strip of land 33 feet in width lying North of centerline of a public road described as 4th Street in the Village of Mio, Michigan. Point of beginning known as the intersection of M-33 and 4th Street, thence East to the centerline of 4th Street and Court Street.*

*Also, A Strip of land 33 feet in width, lying West of centerline of a public road described as Court Street in the Village of Mio, Michigan. Point of beginning known as intersection of 4th Street and Court Street, thence North 219.50 feet, according to a survey recorded in Register of Deeds office for Oscoda County, Mio Michigan, Liber 207, Page 07517. All being part of the South 1/2 of the N.W. 1/4 of the S.W. 1/4 of Section 7, Town 26 North, Range 3 East.*

This conveyance includes a release of any and all claims to damages to grantors' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right-of-way, and improving of the highway in, over, and upon the land hereby granted. This conveyance also includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the County Road Commission, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantors.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected permitted, or maintained in or upon the remaining lands and premises now owned by the grantors immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway center line, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage lien.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this ..... day of ..... A. D. 19.....

In Presence of:

\* John Doe ..... \* Harvey E. Montana (LS)  
*John Doe* *Harvey E. Montana*

\* Jane Dunt ..... \* Helen A. Montana (LS)  
*Jane Dunt* *Helen A. Montana*

..... (LS)

..... (LS)

WITNESSED BY: JENNINE JENSEN JR., P. O. Box 300, Mio Michigan 49805

\* PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such Signatures and the address of each person who executes this instrument shall be printed, typewritten or stamped upon its face.