

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
Vacant Lots - Aspen Colorado**

<b>Bid Item #</b>	<b>Description</b>
Lot #1	<b>0.15 acres</b>
Lot #2	<b>0.15 acres</b>
Lot #3	<b>0.15 acres</b>
Lot #4	<b>0.26 acres</b>
Lot #5	<b>0.17 acres</b>

**IFB #: USDA-R-1718  
GSA Control #: 7-A-CO-0686  
IFB Issue Date: July 12, 2013**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Live Auction**

Auction Date: August 27, 2013 at 10:00am  
Mountain Time

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

View and download Property Sales information

**Inspection Opportunities:**

Property can be viewed from anytime during daylight hours.

**Sales Information**

William Rollings, Realty Specialist  
Phone: (817) 978-4324  
E-mail: [William.rollings@gsa.gov](mailto:William.rollings@gsa.gov)

**Live Auction Assistance**

William Rollings, Realty Specialist  
Phone: (817) 978-4324  
E-mail: [william.rollings@gsa.gov](mailto:william.rollings@gsa.gov)

**Send Bid Form and Registration**

**Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
Attn: William Rollings

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

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# **I. PROPERTY DESCRIPTION**

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Property offers five (5) contiguous open lots for sale in the desirable West End area, mature landscaping and mountain views in a quiet neighborhood close to downtown. Buyers will be able to buy one or all of these lots. Lot sizes range from approx. 0.15 acres 0.26 acres.

## **Lot #1**

### **1. LOCATION AND SETTING**

This Property is located at the intersection of West Smuggler Street and North 8th Street in Aspen, Colorado 81611.

### **2. SALE PARCEL DESCRIPTION**

This Property contains 0.15 acres of vacant land, more or less.

### **3. LEGAL DESCRIPTION**

Beginning at the Northwest Corner of Block 9 of the Townsite and City of Aspen, monumented with a ¾" dia. steel pipe with cap marked "9", thence S. 75°05'24"E, along the northerly boundary of said Block 9, a distance of 60 feet, thence S. 14°50'15" W. a distance of 110.37 feet to a point on the northerly line of Lot 4 of this survey witnessed by a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bearing N. 14°50'15" E. 10 feet; thence N. 75°07'25" W., along said northerly line of Lot 4, a distance of 60 feet to a point on the westerly line of said Block 9 from which a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bears N. 14°50'16" E. 10 feet; thence N. 14°50'16" E., along the westerly boundary of Block 9, a distance of 110.41 feet to the Northwest corner of Block 9, the Point of Beginning, Containing 6,623 square feet, more or less.

### **4. UTILITIES AND SERVICE PROVIDERS**

Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance.

## **Lot #2**

### **1. LOCATION AND SETTING**

This Property is located at the intersection of West Smuggler Street and North 8th Street in Aspen, Colorado 81611.

### **2. SALE PARCEL DESCRIPTION**

This Property contains 0.15 acres of vacant land, more or less.

### **3. LEGAL DESCRIPTION**

Beginning at the Northwest Corner of Block 9 of the Townsite and City of Aspen, monumented with a ¾" dia. steel pipe with cap marked "9", thence S. 75°05'24"E, along the northerly boundary of said Block 9, a distance of 60 feet to a 1 1/2" dia. aluminum cap on 3/8" dia. rebar, the Point of Beginning. Thence S.75°05'24"E., along said northerly line of Block 9, a distance of 60 feet; thence S. 14°50'15" W. a distance of 110.34 feet to a point on the northerly line of Lot 4 of this

survey witnessed by a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bearing N. 14°50'15" E. 10 feet; thence N. 75°07'25" W., along said northerly line of Lot 4, a distance of 60 feet to a point on said north line of Lot 4, a distance of 60 feet to a point on said north line of Lot 4 also being the southeast corner of Lot 1 of this survey from which a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bears N. 14°50'15"E. 10 feet; thence N. 14°50'15"E. a distance of 110.37 feet to the Point of Beginning. Containing 6,621 square feet, more or less.

#### **4. UTILITIES AND SERVICE PROVIDERS**

Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance.

### **Lot #3**

#### **1. LOCATION AND SETTING**

This Property is located at the intersection of West Smuggler Street and North 8th Street in Aspen, Colorado 81611.

#### **2. SALE PARCEL DESCRIPTION**

This Property contains 0.15 acres of vacant land, more or less.

#### **3. LEGAL DESCRIPTION**

Beginning at the Northwest Corner of Block 9 of the Townsite and City of Aspen, monumented with a 3/4 inch dia. steel pipe with cap marked "9", thence S. 75°05'24"E, along the northerly boundary of said Block 9, a distance of 120 feet to a 1 1/2 inch dia. aluminum cap on 3/8 inch dia. rebar, the Point of Beginning. Thence S. 75°05'24"E., along said northerly line of Block 9, a distance of 60 feet; thence S. 14°50'15" W. a distance of 110.30 feet to the Northeast Corner of Lot 4 of this survey monumented with a 1 1/2 inch dia. aluminum cap on 3/8 inch dia. rebar; thence N. 75°07'25" W. a distance of 60 feet to the southeast corner of Lot 2 of this survey, from which a 1 1/2 inch dia. aluminum cap on 3/8 inch dia. rebar bears N. 14°50'15" E. a distance of 10 feet; thence N. 14°50'15" E. a distance of 110.34 feet to the Point of Beginning. Containing 6,619 square feet, more or less.

#### **4. UTILITIES AND SERVICE PROVIDERS**

Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance.

### **Lot #4**

#### **1. LOCATION AND SETTING**

This Property is located at the intersection of West Smuggler Street and North 8th Street in Aspen, Colorado 81611.

#### **2. SALE PARCEL DESCRIPTION**

This Property contains 0.26 acres of vacant land, more or less.

### 3. LEGAL DESCRIPTION

Beginning at the Northwest Corner of Block 9 of the Townsite and City of Aspen, monumented with a ¾ inch dia. steel pipe with cap marked "9", thence S. 14°50'16"W., along the westerly line of said Block 9, a distance of 110.41 feet to the Point of Beginning, from which a 1.5 inch dia. aluminum cap on 3/8 inch rebar bears N. 14°50'16" E. a distance of 10 feet and a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bears S. 14°50'16" E. a distance of 10 feet; thence S. 75°07'25" E. a distance of 180.00 feet to the Southeast corner of Lot 3 of this survey monumented with a 1 ½ inch dia. aluminum cap on 3/8 inch rebar; thence S. 41°23'15" W. a distance of 81.68 feet to a 1 ½ inch dia. aluminum cap on 3/8 inch rebar; thence N. 73°58'21" W. a distance of 143.52 feet to a point on the westerly line of Block 9, monumented with a 1 ½ inch dia. aluminum cap on 3/8 rebar; thence N. 14°50'16" E. a distance of 70.20 feet to the Point of Beginning. Containing 11, 615 square feet, more or less.

### 4. UTILITIES AND SERVICE PROVIDERS

Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance.

## Lot #5

### 1. LOCATION AND SETTING

This Property is located at the intersection of West Smuggler Street and North 8th Street in Aspen, Colorado 81611.

### 2. SALE PARCEL DESCRIPTION

This Property contains 0.17 acres of vacant land, more or less.

### 3. LEGAL DESCRIPTION

Beginning at the Southwest Corner of said Block 9 of the Aspen Townsite monumented with a 3/8 inch diameter rebar, thence N. 14°50'16" E. a distance of 40.20 feet to a point monumented with a 1.5 inch diameter aluminum cap on 3/8 inch diameter rebar; thence S. 75°09'23" E. a distance of 143.52 feet to a 1 ½ inch dia. aluminum cap on 3/8 inch rebar; thence S. 44°34'24" W. a distance of 65.91 feet to a 1 ½ inch dia. aluminum cap on 3/8 inch rebar; thence N. 75°09'23" W. a distance of 110.80 feet to a point on the westerly line of Block 9 monumented with a 1 ½ inch aluminum cap on 3/8 inch rebar; thence N. 14°50'16" E., along said westerly line of Block 9, a distance of 20.00 feet to the Point of Beginning. Containing 7,490 square feet, more or less

### 4. UTILITIES AND SERVICE PROVIDERS

Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance.

## II. GENERAL TERMS OF SALE

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### 1. DEFINITIONS

#### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; and Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

#### b. GOVERNMENT

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

#### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

#### d. PROPERTY

The term "Property" refers to any of the real properties as described as Items #1 through #5 described in the Property Description of this IFB.

#### e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting 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.

#### f. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

#### g. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

#### h. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### i. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

**j. BROKER**

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 13 contained herein. A broker must be an agent and cannot be a party to the contract to receive a commission.

**2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (7PZ) 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 contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

**3. INSPECTION**

Bidders are invited, urged, and cautioned to inspect the Property 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 auction.

**4. CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

**5. CONDITION OF PROPERTY**

The Property is offered for sale "**AS IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. 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 the purpose of which intended by the Purchaser after the conclusion of the auction.

**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; and 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 contract resulting from this IFB.

## **7. RISK OF LOSS**

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

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

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes 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 after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property 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 Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. 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 premises and Property involved, as it 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 for the purchase of the Property 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 any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, 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 any easements, reservations, rights and covenants reserved by the Grantor herein.

## 14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

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

- a. The closing date of the sale is **thirty (30) calendar days after acceptance of the bid**. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.
- b. On 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 Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## 16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay greater of either liquidated damages assessment of \$1,000 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale 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 based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

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

- a. 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.
- b. 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.
- c. 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 (7PZ)  
819 Taylor St., Room 8A10  
Fort Worth, Texas 76102  
Attn: William Rollings

**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 contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

### III. INSTRUCTIONS TO BIDDERS – LIVE AUCTION

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#### 1. AUCTION DATE

The live auction will take place on **August 27, 2013 at 10:00am Mountain Time.**

#### 2. TYPE OF SALE

This sale will be a live auction in which bids are made on individual lots and combinations of lots called a Multiple-Parcel (Multi-Par) auction in multiple rounds of bidding.

#### 3. BID and TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

#### 4. BIDDER REGISTRATION AND DEPOSIT

##### a. Registration of Bidders Attending the Auction in Person

On the date set for the auction, each prospective bidder at the sale is required to register. At the time of registration, the Bidder Registration Form provided in this Invitation for Bids must be filled out by each bidder as evidence that the Invitation for Bids was received by the bidder prior to the actual commencement of the auction. A bid deposit must be presented per paragraph e. below. Each registered bidder will be assigned a Bidder Number and bid card as identification for sale purposes.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (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 on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company 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 user and for the proper refund of the Registration Deposit.

##### b. Pre-Registration of Bidders

Bidders may pre-register using the Bidder Registration Form provided in this Invitation for Bids and providing the required bid deposit **no later than 24 hours prior to the auction sale time. Online Bidders MUST pre-register.**

To Pre-Register prior to the date of the auction, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (7PZ)  
819 Taylor St., Room 8A10  
Fort Worth, Texas 76102  
Attn: William Rollings

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.

**c. Registering Bidders for On-Line Bidding ONLY – User ID & Password**

Registration process.

1. Go to [www.bidspotter.com/index.php](http://www.bidspotter.com/index.php)
2. Click on the Real Estate category
3. Find the Aspen Colorado auction listing
4. Click the SIGN UP FOR THIS AUCTION button to the right of the auction listing.
5. If you have never registered with BidSpotter.com in the past
  - a. Click the REGISTER button on the left hand side under “NEW TO BIDSPOTTER?”
  - b. Complete the following two pages
  - c. Click the COMPLETE REGISTRATION button.
6. If you have registered with BidSpotter.com in the past
  - a. Enter in your username and password
  - b. Click the SIGN IN button
  - c. Complete the registration page
  - d. Click the COMPLETE REGISTRATION button.
7. Once you have registered for the auction you must still comply with any and all requirements set forth in this Invitation for Bid in order to be approved to bid.
8. On the day of the auction you will go back to BidSpotter.com and click the BID NOW/VIEW LIVE button to access the live auction interface and participate in the live auction.

Once the Bidder Registration Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the online registration will be activated. **Electronic bids may be made only on the day of the live auction.**

**d. Bidder Registration Form**

Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

**e. Registration Deposit**

A deposit (the “Registration Deposit”) of \$50,000 must be presented at the time of Bidder Registration.

Registration Deposits must be provided in the form of a cashier's check or bank certified check. Personal or company checks are NOT acceptable. Checks must be made payable to: "U.S. General Services Administration."

For pre-registration deposits by credit card, pre-registered bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. Registration Deposits presented on sale day will be presented at registration and then retained by the Bidder. Successful high bidders will be required to surrender the deposit as a non-refundable earnest money deposit for the offered bid. Those bidders who pre-register will have their refundable registration deposits secured with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

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 sale until the entire registration process is complete.

## 5. BIDDING IN GENERAL

**Bids must be submitted without contingencies.** Bidding at an auction is accomplished by raising the bidder card with their bidder number until acknowledged by the auctioneer. During the round of bidding on combination lots, bids are generally presented to the auction staff for recognition by the auctioneer.

## 6. ON-LINE BIDDING

- a. **Online bidding is only available DURING the live auction sale using BidSpotter.com.** Bids made using BidSpotter.com must comply with the rules of BidSpotter.com. All the terms of sale and instructions to bidders in this Invitation for Bids are applicable to all Bidders either attending or represented at the sale in person or online.

## 7. PROXY BIDS

- a. Bidders who are unable to attend the auction in person will have the option to submit a "bid by proxy" wherein a registered bidder makes a bid with the Auctioneer before the auction starts. The Auctioneer will bid on the proxy bidder's behalf at the auction up to their bid amount.
- b. Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB.
- c. Bidders should indicate the bid amount on the Bidder Registration Form.
- d. A deposit (the "Registration Deposit") must accompany your Bidder Registration and Bid Form.
- e. Only the amount of the proxy bid needed to win the auction will be used. If competitive bidding exceeds the proxy bid amount, the sale continues and will be awarded to the highest bid received at auction.

**8. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

**9. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

**10. 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 their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

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

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all 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. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

**11. 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 their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

**12. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

### **13. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING**

**Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.**

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

### **14. REFUND OF REGISTRATION DEPOSITS**

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). 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 for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 14, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

### **15. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 13, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

**16. BROKER PARTICIPATION**

Subject to the terms and conditions hereinafter provided, a commission will be paid as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

<b>Contract Purchase Price</b>	<b>Commission %</b>
\$1,000,000 and less	2.5%
\$1,000,001 to \$3,000,000	1.6%
\$3,000,001 to \$5,000,000	1.0%
\$5,000,001 to \$7,000,000	0.7%
\$7,000,001 to \$10,000,000	0.5%
\$10,000,001 and over	0.35%

In order to be entitled to any commission, the broker must:

- a. Accompany his/her client to the auction and Register as the client’s agent and filling out the Bid Form and Buyer’s Broker Participation Registration Form in full, including the signature of the client on the form. **BROKER’S REGISTRATION MUST ARRIVE WITH THEIR CLIENT AT THE TIME THE CLIENT REGISTERS TO BID AT THE AUCTION OR THE BROKER REGISTRATION WILL NOT BE HONORED.**
- b. Brokers representing Pre-Registered bidders must submit the Bidder’s Registration Deposit and the Buyer’s Broker Participation Registration Form via fax at **817-978-2063** or mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division (7PZ), 819 Taylor Street, Rm. 8A10, Fort Worth, Texas 76102.** Broker forms arriving without a Bid Form and required registration deposit will not be honored. Pre Registration Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
- c. Assist the registration of the client for the auction and encourage bidding.
- d. Abide by the guidelines outlined herein.

**17. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or [RealEstateSales.gov](http://RealEstateSales.gov).

**18. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

## IV. NOTICES and COVENANTS

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The following Notice and Covenants will be inserted in the Quitclaim Deed.

### HAZARDOUS SUBSTANCE NOTIFICATION

a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take 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 this conveyance.

1) This covenant shall not apply:

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

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

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

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

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

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

c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of

this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## QUITCLAIM DEED

**THIS QUITCLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR**, and \_\_\_\_\_ hereinafter collectively called **GRANTEE**.

**WITNESSETH:** The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of August 2, 2005 (P.L. 109-54), the provisions of which have been met, has determined that the conveyance is in the public interest.

**NOW THEREFORE**, the Grantor, for and in consideration of the sum of \_\_\_\_\_, the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Eagle, State of Colorado, more particularly described as follows:

### Lot #1

Beginning at the Northwest Corner of Block 9 of the Townsite and City of Aspen, monumented with a ¾" dia. steel pipe with cap marked "9", thence S. 75°05'24"E, along the northerly boundary of said Block 9, a distance of 60 feet, thence S. 14°50'15" W. a distance of 110.37 feet to a point on the northerly line of Lot 4 of this survey witnessed by a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bearing N. 14°50'15" E. 10 feet; thence N. 75°07'25" W., along said northerly line of Lot 4, a distance of 60 feet to a point on the westerly line of said Block 9 from which a 1 1/2" dia. aluminum cap on 3/8" dia. rebar bears N. 14°50'16" E. 10 feet; thence N. 14°50'16" E., along the westerly boundary of Block 9, a distance of 110.41 feet to the Northwest corner of Block 9, the Point of Beginning, Containing 6,623 square feet, more or less.

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

- a) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and conduits and canals on, over and across said land whether or not of record.
- b) All existing interests(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record. Minerals are outstanding to the State of Colorado.
- c) All other existing interests reserved by the original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the property interest(s) hereinabove described, whether or not of record.
- d) Any survey discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, which may affect the subject property.
- e) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

The conveyance of the hereinabove described property is made under and in consideration of the following covenants:

### CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY

- a) NOTICE of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon information submitted by the USDA Forest Service, the United States hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the property.

- b) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take 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 this conveyance.
1. This covenant shall not apply:
    - a. in any case in which Grantee, its successor(s) or assign(s) or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
    - b. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      - (1) 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
      - (2) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
  2. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:
    - i) the associated contamination existed prior to the date of this conveyance; and
    - ii) the need to conduct any additional response action or part thereof was not the result of any failure to act by the Grantee, its successor(s) or assign(s), or any party in possession..
    - iii) in the case of hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s) or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
- c) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and





**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF  
GOVERNMENT REAL PROPERTY**

Item #	Description	Registered	Won
1	0.15 acres		
2	0.15 acres		
3	0.15 acres		
4	0.26 acres		
5	0.17 acres		

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

**Registration Deposit \$50,000.00**

**“BID BY PROXY” AMOUNT \$** \_\_\_\_\_

**BID AWARD AMOUNT \$** \_\_\_\_\_

**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 Page 15-16, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- An individual \_\_\_\_\_
- A partnership consisting of \_\_\_\_\_
- A limited liability partnership consisting of \_\_\_\_\_
- A corporation, incorporated in the State of \_\_\_\_\_
- A limited liability company \_\_\_\_\_
- A trustee, acting for \_\_\_\_\_
- Other \_\_\_\_\_

**Registration Deposit (check one):**

By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

- Visa  MasterCard
- 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 Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB, issue date: 07/12/2013 including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [RealEstateSales.gov](http://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 that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder 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 only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

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

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration FAX: (817)978-2063 (if deposit by credit card)  
Office of Real Property Utilization and Disposal (7PZ)  
Attn: William Rollings  
819 Taylor St., Room 8A10, Fort Worth, TX 76102

# CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property see Instructions to Bidders, Paragraph 13, Bid Executed on Behalf of Bidder for instructions)

## VACANT LOTS - ASPEN CO Property

- Item#1 – Lot #1
- Item#2 – Lot #2
- Item#3 – Lot #3
- Item#4 – Lot #4
- Item#5 – Lot #5

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)

## BUYER'S BROKER PARTICIPATION REGISTRATION FORM

	Item #	Description	
<input type="checkbox"/>	1	0.15 acres	
<input type="checkbox"/>	2	0.15 acres	
<input type="checkbox"/>	3	0.15 acres	
<input type="checkbox"/>	4	0.26 acres	
<input type="checkbox"/>	5	0.17 acres	

Enter Client's RealEsatateSales.gov  
User ID Here

BROKER/AGENT: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 COMPANY ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
**AGENT LICENSE #:** \_\_\_\_\_ **BROKER NUMBER LIC. #:** \_\_\_\_\_  
 TAX IDENTIFICATION NUMBER: \_\_\_\_\_  
 OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 MOBILE PHONE: \_\_\_\_\_

### Client (Buyer/Bidder) Information

CLIENT \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 HOME PH: \_\_\_\_\_ OFFICE PH: \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

### Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for commission.
3. Only the first registration of a prospective client will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
5. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker may not receive a commission without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.

9. The broker is not a subagent of Government and represents his or her client (buyer/bidder) as a buyer's broker.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has inspected the premises of the subject property or otherwise satisfied themselves as to the location, condition, quantity and quality of the property.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. GSA is not responsible for the accuracy of any information not obtained directly from the Government.

BUYER/BIDDER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

BROKER/AGENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_