

U.S. GOVERNMENT PROPERTY FOR SALE

On-line Auction

Caywood Point Mess Hall and Maintenance Building For Offsite Removal Only



Notice of Online Auction IFB# 1PR-09-001
Beginning October 15, 2008

Conducted for the
U.S. Department of Agriculture
U.S. Forest Service
by the
General Services Administration
Property Disposal Division

Important Notice

Bidders **should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.**

Bids **must be made** on the **Bid Forms** contained in this **Invitation for Bids.**

All bids **must include** a **bid deposit** as described in the **Instructions for Bidders.**

All bidding **shall begin** at the amounts specified on the Bidder Registration Form and on the auction webpage.

All payments must be made by **MasterCard, Visa, Certified Check or Cashier's Check.**

All Checks must be payable to U.S. General Services Administration.

GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

US General Services Administration
Thomas P. O'Neill, Jr. Federal Building
Property Disposal Division
10 Causeway Street, Room 925
Boston, MA 02222

INVITATION FOR BIDS

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the structures which are the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, the Instructions to Bidders for Online Auction, the Bid Registration Form, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The auction will commence at 3:00 p.m., Eastern Daylight Time (EDT), on Wednesday, October 15, 2008 and will close at 3:00 p.m., Eastern Standard Time (EST) on a date to be determined in accordance with the terms and provisions of this Invitation for Bids.

Parties interested in bidding on these structures must register to bid in accordance with the Instructions to Bidders for Online Auction. As part of that registration, bidders must submit a deposit of **\$250.00** before bidding on the structures; see Paragraph 4 of the Instructions to Bidders for Online Auction information. There is a suggested opening bid of **\$1,000**. Bidding shall be in increments of **\$100.00**.

To submit the initial bid with deposit, contact:

Alyssa L. Kennedy
U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, MA 02222
Telephone: (617)565-5705
Fax: (617)565-5720
E-Mail: alyssa.kennedy@gsa.gov

Open house date(s) for these structures will be announced on www.auctionrp.com and <https://propertydisposal.gsa.gov/property/>

Online bidding will take place at: <http://www.auctionrp.com>

Additional information regarding GSA's Property Disposal program is available at the Structures Disposal Home Page: <https://propertydisposal.gsa.gov>

DESCRIPTION OF STRUCTURES

The structures to be auctioned consist of two buildings for **off-site removal only** (see Attachment A on page 19 for removal requirements). No land (fee) is included in this offering. The first structure is a 6,000 +/- square foot, steel frame, mess hall. The second structure is a 1,536 square foot maintenance building. The structures will be auctioned together and the successful bidder must remove both structures from the land. The mess hall and maintenance building will be referred to collectively as “The Structures”. The Structures are located off of Route 414, Lodi, New York 14860.

The mess hall was built in 1973. This building is a single story with a slab on grade foundation. The exterior walls are covered with T-111 siding and metal, the roof is covered with metal panels. The building consists of an open dining area and kitchen. The window caulking in the mess hall contained asbestos; the caulking was removed in November 2007. *The stone fireplace is excluded from this sale.*

The maintenance building was built in 1960. This building is a single story garage with slab on grade foundation. The exterior and roof are covered with metal siding and roof panels. This structure was used to store maintenance, repair, and grounds equipment. Caulking in the exterior and garage door contained asbestos; the caulking was removed in November 2007. Lead based paint exists on the exterior entry and garage door and frame.

Both structures are vacant.



Clockwise from top left: Maintenance Building exterior, Maintenance Building interior, Mess Hall exterior front, Mess Hall exterior side

GENERAL TERMS OF SALE

- 1. TERM – “INVITATION FOR BIDS”**
The term “Invitation for Bids” (IFB) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Special Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental Notices and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.
- 2. DESCRIPTION PROVIDED:** The description of the Structures set forth in the IFB and any other information provided therein with respect to the Structures are based on the best information available to the U.S. General Services Administration (GSA) Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Structures 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 Structures to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Structures offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.
- 4. CONDITION OF THE STRUCTURES:** The Structures is offered for sale and will be sold “AS IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.
- 5. CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 calendar days. If the Government desires to accept any bid after the expiration of the 30 calendar days, the consent of the bidder shall be obtained prior to such expiration.
- 6. PROMPT REMOVAL OF THE STRUCTURES:**
The successful bidder (hereinafter the “Purchaser”) must remove the mess hall and maintenance building within 30 days of closing. For more information, refer to Attachment A on page 19.
- 7. RISK OF LOSS:** As of the date of conveyance of the Structures, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the

Structures and shall have all obligations and liabilities of ownership.

8. REVOCATION OF BID AND

DEFAULT: In the event of revocation of a bid after conducting the auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or contract of sale.

9. GOVERNMENT LIABILITY: If the Bid for Purchase of Government Property is accepted by the Government (hereinafter the "Seller" or the "Government") and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to the Purchaser all amounts of money the Purchaser has paid, without interest, whereupon Seller shall have NO further liability to the Purchaser.

10. TITLE: If a bid for the purchase of a the Structures is accepted, the Government's interest in the Structures will be conveyed by a Bill of Sale in conformity with local law and practice.

11. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE: The

Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the Purchaser shall tender to the Government, by cashier's check, certified check, or credit card payment (Visa or MasterCard only), the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser, the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

12. DELAYED CLOSING: The Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

13. CONTRACT: The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any

assignment transaction without such consent shall be void.

14. OFFICIALS NOT TO BENEFIT: No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Structures offered in the IFB.

15. 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.

16. SALE AND CONVEYANCE: The sale and conveyance of the Structures shall be made subject to all the terms and conditions outlined in this Invitation for Bids (IFB).

SPECIAL TERMS OF SALE FOR ONLINE AUCTION

1. METHOD OF SALE: The Structures will be sold by on-line auction. The bid that offers the greatest return to the Government may be accepted.

2. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING:

a. An asbestos inspection was performed on the Structures by Microbac New York. This inspection revealed non-friable asbestos-containing materials in the caulk of both structures. The survey report, dated August 2007, documents the inspection results. The caulk was removed by CRAL Contracting Inc. in November 2007.

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the Structures to be sold prior to submitting a bid. More

particularly, bidders are invited, urged, and cautioned to inspect the Structures as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Structures including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to the condition of the Structures including, without limitation, whether the Structures do or do not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Structures offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the Structures set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any

information available to the agency having custody over the Structures and/or any other Federal agency shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability, or death to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Structures which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individual(s) injured.

f. The Purchaser further agrees that, in its use and occupancy of the Structures, it will comply with all Federal, state, and local laws relating to asbestos.

3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT:

a. **LEAD-BASED PAINT HAZARD WARNING:** The Structures that are the subject of this sale were built before 1978. Every purchaser of any interest in residential real property on which a residential

dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

b. **RISK ASSESSMENT AND INSPECTION.** A lead-based paint inspection and risk assessment was performed on the Structures by Microbac New York. This inspection discovered paint on the maintenance building's garage door, entry door, and door framing contained lead in concentrations above the 1 mg per sq. centimeter threshold. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the inspection report and any other reports prior to submitting a bid.

c. **INSPECTION BY BIDDER.** Bidders may conduct their own inspection or perform a risk

assessment for the presence of lead-based paint and/or lead-based paint hazards at any time prior to submitting a bid. Before entering the Structures, the bidder must first make arrangements with the individual identified to contact for inspection of the Structures. The Bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the auction will not be delayed to accommodate completion of such inspections and assessments.

- d. LEAD HAZARDS PAMPHLET.** In order to fully understand the risks and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home*. A copy may be accessed through EPA's website at:

<http://www.epa.gov/lead/leadpdf.pdf>

GSA encourages every bidder to review this pamphlet prior to submitting a bid.

4. **REJECTION:** The Government reserves the right to reject any and all bids.
5. **SELLER'S DEFAULT:** If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the Structures does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.
6. **LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

AUCTION START DATE: The online auction starts: **October 15, 2008 at 3:00 PM, Eastern Daylight Time (EDT).**

2. TYPE OF SALE: This sale will be an on-line auction conducted via the Internet and by submission of written or faxed bids.

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

4. REGISTRATION DEPOSIT:

a. A registration deposit in the amount of **\$250.00** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, and (3) credit card payment (Visa or MasterCard only). Personal or company checks are **NOT** acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase for Government Property and send the form with your bid deposit to:

**U.S. General Services Administration
Property Disposal Division (IPR)
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton**

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

Deposits by credit card (Visa or MasterCard) may be made over the Internet by following the instructions on the web

site: <http://www.auctionrp.com> or by using the enclosed Registration Deposit by Credit Card form. **Only upon GSA's receipt of your registration deposit will you be allowed to bid online or by the submission of a written faxed bid.**

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

d. Upon acceptance of a bid, the appropriate bid deposit of the Purchaser shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

e. Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 14 of these instructions. All other registration deposits will be returned.

5. BIDDER REGISTRATION AND BIDS:

a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this 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.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

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

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

6. USER IDENTIFICATION NUMBER:

A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, <http://www.auctionrp.com>.

7. BIDDING IN GENERAL:

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

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

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on GSA forms will be rejected.

8. FAXING YOUR BID:

a. Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is **(617) 565-5720**.

b. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: 1) Receipt of a garbled or incomplete bid. 2) Availability or condition of the receiving facsimile equipment. 3) Incompatibility between the sending and receiving equipment. 4) Delay in transmission or receipt of bid. 5) Failure of the bidder to properly identify the bid. 6) Illegibility of bid. 7) Security of bid.

c. If your faxed bid is not reflected on the <http://www.auctionrp.com> web page, and your bid is higher than the announced bid, you must call **GSA at (617) 565- 5700** for verification that your bid was received.

9. DAILY BIDDING RESULTS:

Bidders may visit our online auction web site at: <http://www.auctionrp.com> to obtain current bidding information. Bidders will be notified via the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at (617) 565-5700. Bidders are urged to pay close attention to the web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

10. INCREASING YOUR BID: If you learn from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least **\$100.00** more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. Mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. mail, fax, online, etc., the first bid received will be recognized.

11. CALL FOR FINAL BIDS: The Government, at its sole discretion, shall identify a date for initial receipt of final bids (the "Soft Close Date"), which shall be posted under "Auction Details" on www.auctionrp.com (the "Website"). The Soft Close Date shall, in all events, become effective at 9:00 a.m. Eastern Daylight Time on a given date, and shall be identified under "Auction Details" for the particular property on the Website as the "Closing Date". All times listed in the paragraphs of this Section 12 are Eastern Daylight Time.

The official time of posting of each bid shall be the time as it appears on the Website under the heading Bid/Time. Because the Soft Close Date is subject to change, as discussed below, it is the responsibility of each bidder to closely monitor the Website to ascertain the Soft Close Date prior to 9:00 a.m. each day of the auction.

If no bid in excess of the highest bid received prior to 9:00 a.m. on a given Soft Close Date is received between the hours of 9:00 a.m. and 3:00 p.m. on that Soft Close

Date, the Auction shall close at 3:00 p.m. on that Soft Close date and the Government shall consider conveying the property offered to the party making the highest bid prior to 9:00 a.m. on that Soft Close Date. However, if between 9:00 a.m. and 3:00 p.m. on any Soft Close Date, a bid or bids higher than the highest bid posted prior to 9:00 a.m. on that is Soft Close date is posted, the auction shall remain open, the Soft Close Date shall roll to the next calendar day, and the process shall be repeated until no bid is offered between the hours of 9:00 a.m. and 3:00 p.m. on a given Soft Close Date. In that event, the Government shall close the auction at 3:00 p.m. on that Soft Close Date and consider conveyance of the Property to the bidder submitting the highest prior to 9:00 a.m. on that Soft Close Date. **The Government reserves the right to increase the minimum bid increment once an initial Soft Close Date has been established.**

12. BID EXECUTED ON BEHALF OF BIDDER:

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

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

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

partnership. If all 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.

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

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

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

award that is in the best interest of the Government.

15. 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, price and other factors considered.

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

17. ADDITIONAL INFORMATION: The GSA issuing office at the address given in this IFB will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Structures offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

CERTIFICATE OF CORPORATE BIDDER

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

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

of the Corporation named as bidder herein; that _____,

who signed this bid on behalf of the bidder, was then _____

of said Corporation; that the bid was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

REGISTRATION DEPOSIT BY CREDIT CARD
Caywood Point Mess Hall and Maintenance Building for Offsite Removal ONLY
IFB # 1-PR-09-001

To: General Services Administration
Property Disposal Division (1PR)
10 Causeway Street, Room 925
Boston, MA 02222
Attn: Michelle Sutton

Fax Number: (617) 565-5720

THIS FORM MAY BE SUBMITTED BY FAX. By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the IFB, including any amendments, (collectively the "IFB") for the Structures identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" paragraph # 5, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the Structures. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

DEPOSIT \$250.00

Applicant's Last Name: (please print) _____

First Name: _____ M.I. _____

Address: _____

City: _____ State: _____ Zip Code: _____

My card number is: Visa _____ Master Card _____

Expiration: __/__/__

Name as it appears on card: _____

Driver's License No. _____ State _____

E-mail address: _____

Telephone number: _____ Fax: _____

Signature: _____ Date: _____

REGISTRATION DEPOSIT BY CHECK
Caywood Point Mess Hall and Maintenance Building for Offsite Removal ONLY
IFB# 1-PR-09-001

To: General Services Administration
Property Disposal Division (1PR)
10 Causeway Street, Room 925
Boston, MA 02222
Attn: Michelle Sutton

Fax Number: (617) 565-5720

DEPOSIT : \$250.00

Note: Certified or Cashiers Check must be made payable to:
U.S. General Services Administration

Name _____
Federal TIN or SS# _____
Address _____
City/State/Zip _____
Telephone _____ **Fax:** _____
Email _____

Name and address to which refund check will be issued (if unsuccessful bid) if different from above:

Name _____
Federal TIN or SS# _____
Address _____
City/State/Zip _____
Telephone _____ **Fax:** _____
Email _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids of On-Line Auction including any amendments (collectively the "IFB") for the Structures identified above. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the Structures. In the event that applicant is not the successful bidder, the registration deposit will be returned as indicated above.

Signature: _____ Date: _____

APPENDIX A

Finger Lakes National Forest Building Removal Requirements For Caywood Point Mess Hall & Maintenance Building Sale

Location: State Route 414
Lodi, NY 14860

Mess Hall

The removal of the mess hall building will include removing of the entire structure, walls roofing, concrete slab and any column footings. All items within the building, which include commercial dishwasher, commercial refrigerator, walk-in refrigerator counter tops and sinks, electric water heaters and toilet and sinks, shall be removed.

All power and utilities to the building have been removed.

Buyer is responsible for any State and local permits.

The concrete slab may **not** be buried on site and needs to be removed from the premises and disposed of properly.

The building site will be graded back to existing contours, seeded, fertilized and mulched.

The Forest Service will retain the existing large, stone fireplace

Maintenance Building

The removal of the maintenance building will include the removal of the entire structure, walls, roofing, concrete slab and any above grade foundation.

The concrete slab may **not** be buried on site and needs to be removed from the premises and disposed of properly.

The building site will be graded back to existing contours, seeded, fertilized and mulched.