

SEALED BID SALE

SALE NO. GSA-R-1596

**Grand Forks Air Force Base
Former Missile Alert Facility F-0
Walsh County,
North Dakota**

Bid Opening: November 12, 2008

U.S. General Services Administration
Real Property Disposal Division – 7PR
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103



NOTICE

The information below must appear in the lower left hand corner of the bid envelope.

SOLICITATION NO: **GSA-R-1596** (Invitation Number)

DATE OF RECEIPT OF BIDS: **November 12, 2008** (Bid Opening Date)

TIME FOR RECEIPT OF BIDS: **2:00 p.m.** (Local time at place of bid opening)

OFFICE DESIGNATED TO RECEIVE BIDS: **(7PR)**

Bid for Real Property – Purchase

View this property on the Internet at: <http://propertydisposal.gsa.gov/property>

Additional documentation on the properties are also located on this site

**INVITATION FOR BIDS, BID, AND ACCEPTANCE
FOR SALE OF GOVERNMENT PROPERTY
Grand Forks Air Force Base
Former Missile Alert Facility F-0
Walsh County
North Dakota**

INVITATION FOR BIDS

Sealed Bids in duplicate, for the purchase of the Government property described in the Schedule portion of this Invitation for Bids will be received until 2:00 p.m., local time at place of bid opening, November 12, 2008, General Services Administration (7PR), Real Property Disposal Division, Room 8A10, 819 Taylor Street, Fort Worth, Texas 76102. As used herein, "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

SUBMIT SEALED BIDS TO:

General Services Administration (7PR)
Real Property Disposal Division
819 Taylor Street, Room 8A10
Fort Worth, TX 76102

The property may be inspected independently at any time. For additional information, contact William Morgan, Realty Officer, Real Property Disposal Division, General Services Administration, Fort Worth, Texas, telephone 817-978-4239 or e-mail at: william.morgan@gsa.gov . The main office number is 817-978-2331.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders, GSA Form 1741; (2) the General Terms of Sale; (3) the Special Terms of Sale; (4) Invitation No. GSA-R-1596; (5) the provisions of Bid Form and Acceptance; and (6) the Quitclaim Deed form, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

The property is being sold "**As Is**" and "**Where Is**" without representation, warranty, or guaranty. Prospective bidders are urged to inspect the property before submitting a sealed bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after the bid opening.

SCHEDULE

1. **Location:** The property is located in a rural area in Walsh County, North Dakota.
2. **Description of Property:**

Missile Alert Facility (F-0) is improved with an approximately 5,850 square foot building built in 1966. The exterior construction features include metal siding walls composition shingle roof and a concrete slab foundation. The floor plan includes seven bedrooms; a women's bathroom; a men's bathroom with two showers; a kitchen with serving area; utility room and a large dining/recreation room.

The site also includes a detached two bay garage building, which contains approximately 960 square feet. It has two steel overhead doors and clear heights from eight or twelve feet.

BID ITEM #1: F-0

TRACT FF1100 **FEE ESTATE**

A tract of land situated in the SE1/4NE1/4 of Section 33, Township 156 North, Range 59 West of the Fifth Principal Meridian, Walsh County, North Dakota, being more particularly described as follows:

Commencing at the East quarter corner of said Section 33; thence North 29°04'14" West for a distance of 281.79 feet to the point of beginning of said tract of land to be described; thence South 89°53'42" West for a distance of 980.00 feet; thence North 00°06'18" West for a distance of 800.00 feet; thence North 89°53'42" East to the intersection with the East line of said Section 33; thence Southerly along said East line to a point on a line, said line bears North 89°53'42" East from the point of beginning; thence South 89°53'42" West to the point of beginning.

The tract of land herein described contains 20.57 acres, more or less.

The fee land described above is hereinafter sometimes referred to as the Property.

Any conveyance of the Property described above is to be expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

Any conveyance of the Property, described above is to be expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing licenses, permits including, but not limited to State highway department driveway permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any 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, including but not limited to the following:

(FF-1100 Reservation) Specific reservation retained by original Grantor(s) in Warranty Deed dated September 13, 1965, and filed for record in Book 86, Page 340 of the Deed Records of Walsh County Clerk, as hereinafter provided:

Excepting and reserving to the parties of the first part and/or mineral lessee(s) all oil, gas and other minerals in and under said land, but without the right to mine or remove any solid minerals from said land in any manner whatsoever for as long as the United States owns the land, or to enter upon the surface of said land or for a depth of five hundred (500') feet below said surface for the purpose of drilling thereon, extracting therefrom or exploring for oil and gas, or for any other purposes, and in no event will explosives be used in any oil and gas operations for as long as the United States owns the land.

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 ordinances or resolutions, special purpose district rules and regulations, including 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.

F. Any unpaid taxes.

3. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, an easement for access to the Property herein quitclaimed and to locate, construct, operate, maintain, repair, clear, upgrade, and remove wells and other structures or areas to monitor, test, investigate, assess, clean, remediate or repair the environmental condition of the Property, or any part thereof, including but not limited to the groundwater, and including but not limited to monitoring wells, pump and treat facilities, removal actions and other facilities or methods to accomplish the purposes stated herein. All materials moved or removed pursuant to any easement activity described herein shall become the property of the United States of America and shall be disposed of by the United States of America in any manner it deems suitable. The Grantee, heirs, assigns, or any successor in interest to all or part of the Property herein quitclaimed, shall not interfere with or restrict access to the United States of America, its officers, employees, contractors or agents, to any wells, structures or areas provided for herein. The United States of America shall have the right to take any action it deems to be appropriate to prevent any such activity that would interfere with or restrict said access, including the right to remove or gain access through fences or other improvements. The Grantee, for itself, its heirs, assigns and successors in interest to all or any part of the Property herein conveyed, shall waive and shall not be entitled to any claim for relief or damages of any nature arising from exercise of the rights provided for herein. Grantee further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, notice of this reservation to the United States of America shall be inserted in any instrument of conveyance.

4. **CERCLA NOTICES, COVENANTS AND RESERVATIONS**

Any ultimate Government conveyance of the aforementioned Property described above will contain the following CERCLA notices, covenants and reservations:

A. Notice of 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 site files of the United States Air Force, the United States of America gives notice that **Attachment "A"** provides the following information:

(1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

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 Quitclaim deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Quitclaim deed regarding hazardous substances located on the Property on the date of this quitclaim.

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 Quitclaim Deed; **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 Quitclaim Deed 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 Quitclaim Deed; **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 Quitclaim Deed; **OR**

(3) 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 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 and provide credible evidence that: (a) the associated contamination existed prior to the date of this quitclaim; 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.

D. Non-Interference. Grantee covenants and agrees for itself, its heirs, successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying any of the Property shall not interfere, hinder or prevent Grantor, the United States Government, and its officers, agents, employees, contractors and subcontractors, in conducting any required remedial investigations, response actions or oversight activities on the Property or adjoining property.

E. Indemnity. To the extent permitted by applicable law, Grantee, its heirs, successors and assigns, agree to indemnify, protect, defend, save and hold harmless, Grantor, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this quitclaim in which: (1) Grantee, or its heirs, successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the Grantee or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of quitclaim.

F. Documentation. Additional environmental information and certifications concerning the Property, a copy of the Declaration of Excess (DE), Environmental Baseline Survey (EBS), and Minuteman III Deactivation Site Disposals, will remain on file at Grand Forks Air Force Base, 319 CES/CERR, 525 Tuskegee Blvd., Grand Forks Air Force Base, North Dakota 58205, and U.S. Army Corps of Engineers, Omaha District, Real Estate Division, Technical Services Branch, 106 South 15th Street, Omaha, Nebraska 68102.

5. OTHER ENVIRONMENTAL NOTICES, COVENANTS AND RESERVATIONS

Any ultimate Government conveyance of the aforementioned Property described above, will contain the following notices, covenants and reservations:

A. Notice of Pesticides Application

Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States of America knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA – 7 USC §§136; et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA – 42 USC §§ 9601, et seq.), the use of such substances is not a “release” (as defined in CERCLA, §9601(22)), but instead the use of a consumer product in consumer use (42 USC §9601(9)), and application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 USC §9607(i)).

B. Notice that the Property contains buried remnants and/or rubble that may contain asbestos-WARNING

1. Grantee is hereby informed and does acknowledge that all remnants and remaining below-ground structures or rubble on the Property may contain asbestos containing material (ACM). The condition of the ACM is varied. Grantee, for itself and its heirs, successors and assigns, covenants that it previously inspected the Property and all reports which have been made available to it prior to this quitclaim, as to asbestos content and any hazardous condition relating thereto. Grantee, for itself and its heirs, successors and assigns, is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

2. Grantee covenants and agrees that its use of the Property will be in compliance with all applicable laws and regulations relating to asbestos; and that Grantor assumes no liability for remediation of asbestos or damages for personal injury, illness, disability, death, property damage, or loss of use, business or profits to Grantee, its heirs, successors or assigns, 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 or ACM on, at or from the Property, whether Grantee, its successors or assigns have properly warned or failed to properly warn. Grantee, its successors and assigns, further agree to be responsible for any future remediation of asbestos found to be necessary on, at or from the Property, at its sole costs.

3. Grantor assumes no liability for damages for personal injury, illness, disability, death or property damage arising from: (a) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to Grantor's quitclaim of such portion of the Property to Grantee pursuant to this Quitclaim Deed, or (b) any disposal, prior to Grantor's quitclaim of the Property of any asbestos or ACM.

4. Grantee agrees to indemnify and hold harmless Grantor, its officers, agents and employees, from and against all suits, claims, demands, actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos at, on or from any portion of the Property or any future remediation or abatement of asbestos or the need thereof. Grantee's obligation hereunder shall apply whenever Grantor, or its assigns, incurs costs or liabilities for actions giving rise to liability under this section.

C. Notice that the Property contains buried remnants and/or rubble that contain lead-based paint WARNING

1. Grantee is hereby informed and does acknowledge that all remnants and remaining below-ground structures or rubble on the Property, which were placed, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. To the best of the Grantor's knowledge, except hereinafter provided in this subsection, the lead-based paint on the Property does not currently pose a threat to human health or the environment.

2. Available information or inspection results concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces has been made available to Grantee, as provided in the Environmental Baseline Survey (EBS) and documentation referenced above.

3. Grantee, for itself and its successors and assigns, covenants that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this deed.

4. Grantee covenants and agrees for itself, and its successors and assigns, that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Real Property without complying with this section and all

applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, Grantee specifically agrees to perform, at its sole expense, the Air Force's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992)(hereinafter Title X).

5. Grantee, its successors or assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) comply with the HUD and EPA Disclosure Rule (24 CFR 35, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments, (2) abate lead-based paint hazards in paint, dust and bare soil in accordance with the HUD Guidelines relating to abatement, with the addition of abatement of bare soil with lead levels higher than 2000 ppm, and (3) comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

6. Grantee, its successors or assigns, further agree to indemnify and hold harmless Grantor, its officers, agents and employees, from and against any and all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon personal injury, illness, disability, death, property damage, or loss of use, business or profits resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards at, on or from the Property. Grantee's obligation hereunder shall apply whenever Grantor incurs costs or liabilities for actions giving rise to liability under this Section.

D. Notice of PCB Contamination

1. Grantee is hereby informed and does acknowledge that all remnants and remaining below-ground structures or rubble on the Property may contain Polychlorinated Biphenyls (PCBs). To the best of the Grantor's knowledge, except as hereinafter provided in this subsection, the PCBs on the Property do not currently pose a threat to human health or the environment.

2. Polychlorinated Biphenyls (PCBs) are a hazardous material. Unprotected or unregulated exposures to PCBs have been associated with certain diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate PCBs because of the potential hazards associated with exposure. Both OSHA and EPA have determined that such exposure increases the risk of certain diseases, which include certain cancers and which can result in disability or death.

3. Grantee, for itself and its heirs, successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property, including any PCB hazards or concerns. No warranties, either expressed or implied, are given with regard to the condition of the Property

including, without limitation, whether the Property is or is not safe for a particular purpose.

4. Grantor assumes no liability for damages for personal injury, illness, disability, death, property damage, or loss of business, use, or profits, to the Grantee, or to its heirs, successors, assigns, employees, invitees, or 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 PCBs on, at or from the Property which is the subject of this quitclaim, whether or not Grantee, its heirs, successors or assigns have properly warned or failed to properly warn. Grantee further agrees that in its use and occupancy of the Property or any portion thereof, it will comply with all Federal, State and local laws relating to PCBs, and will comply with the use restrictions specified herein.

5. Grantee, its successors or assigns, shall, after consideration of the provisions of the Toxic Substances Control Act, 15 U.S.C. 2601, comply with the relevant PCB regulations published at 40 C.F.R. 761, et seq., as well as proposed regulations found at 59 F.R. 62788 (Dec 6, 1994), 64 F.R. 33755 (June 24, 1999), 64 F.R. 69358 (Dec 10, 1999), 65 F.R. 18018 (April 6, 2000) and 65 F.R. 81373 (Dec 26, 2000), to the extent they are applicable.

6. OTHER SPECIFIC USE RESTRICTIONS AND COVENANTS AFFECTING THE PROPERTY

Any ultimate Government conveyance of the aforementioned Property described in Sections 1 and 2, above, will contain the following specific use restrictions and covenants affecting the Property. Grantee further covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property hereby quitclaimed, or any part thereof, that the Property is hereby quitclaimed subject to the following use restrictions and covenants which are running with the land. Grantee further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, the following notices, covenants, and restrictions shall be inserted in any instrument of conveyance.

The United States of America and the State of North Dakota shall be deemed beneficiaries of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property to be hereby quitclaimed. The United States of America and the State of North Dakota shall have the joint and severable right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States of America and the State of North Dakota shall have no affirmative duty to any successor in title to any ultimate conveyance to enforce any of the following covenants herein agreed.

A. Except as approved in writing in advance by: (i) the Secretary of the Air Force, or its designated representative(s), and (ii) the applicable Federal and State environmental regulatory authorities, no construction, alteration, or similar activity

affecting any monitoring wells, other groundwater wells, any other environmental monitoring or remediation equipment, or any other facilities shall be allowed on the Property.

B. No water wells will be installed on the Property.

C. Except as approved in writing in advance by: (i) the Secretary of the Air Force, or its designated representative(s), and (ii) the applicable Federal and State environmental regulatory authorities, no activities shall be permitted which would involve the physical penetration and/or other ground disturbance below a depth of two feet beneath the surface of the Property. Such prohibited activities include, but are not limited to: soil excavation, tilling of soil, trenching, and installation of building foundations, footings, pilings, or supports, if such activities will extend below a depth of two feet beneath the surface of the Property.

D. The drainage characteristics of the Property shall be maintained and shall not be disturbed, such that drainage remains away from the Property and the incidences of standing water on the Property are minimized. No alterations shall be made which prevent drainage from the Property or allow standing water to accumulate.

E. If HICS cabling is removed (at the landowner's discretion and effort), the covering should not be burned because of the potential to release carbon monoxide from polysulfide components within the inner covering.

F. Any future conveyance of this Property shall include notification of the right of the United States of America and/or the State of North Dakota to enforce each of the covenants herein as provided above.

G. In the event Grantee, and/or its successors or assigns, desire to seek the removal of the specific restrictions and covenants specified above or any portion thereof, except as set forth above, then Grantee, and/or its successors or assigns, record title owner shall perform or complete all environmental remediation or corrective actions required by law and the applicable Federal, State and/or local regulatory authorities to clean the Property and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to, zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such environmental response action activities and all costs necessary for removal, as specified herein, of the specific restrictions and covenants specified above, or any portion thereof, shall be the sole responsibility of said record title owner, and shall be performed without any payment of funds by Grantor.

H. The record title owner may be required to submit a work plan to the applicable Federal and State regulatory authorities to perform and complete any environmental response action activities needed to seek the removal of the specific restrictions and covenants specified above or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the record title owner will complete

all environmental response action activities as may be required, if any, in accordance with applicable laws, rules, regulations, and ordinances.

I. The record title owner may be required by the applicable Federal and State regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal and State regulatory authorities that the record title owner will complete any environmental response action activities and cleanup necessary to seek the removal of the specific restrictions and covenants specified above, or any portion thereof. Upon completion of such necessary environmental response action activities, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.

J. Upon completion of any required environmental response action activities, the record title owner may be required to submit a close-out report and certification of completion to the applicable Federal and State regulatory authorities.

K. If the record title owner: (1) is required to comply with the procedures set forth in paragraphs G through J above, and obtains from the applicable Federal and State regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental response action activities for the Property, or any portion(s) thereof, have been completed; or (2) is not required to comply with the procedures set forth in paragraphs G through J above, and obtains a written certification from the applicable Federal and State regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental response action is necessary for the Property, or any portion(s) thereof, in order to release the use restriction, then the record title owner must record the stated certification or other evidence in the office of the county clerk where the Property is located within 90 days after the record title owner satisfies the conditions precedent to the release as set forth above, and a copy of the same will be sent to the Grantor.

L. Any such environmental remediation or corrective action undertaken or completed pursuant to the provisions above shall be subject to the review and advance approval of the applicable Federal and State regulatory authorities, their successors or assigns.

M. Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as referenced above, the specific restrictions and covenants referenced, or portions thereof, as specified by the applicable Federal and State authority shall terminate and cease to be of any further force and affect upon the Property.

7. MISCELLANEOUS NOTICES, TERMS, CONDITIONS, AGREEMENTS, AND COVENANTS

Except as otherwise provided by 42 U.S.C. 9620(h)(3), Grantee covenants for itself, its assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

A. Grantee has inspected the described and conveyed Property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its successors and assigns, covenants and agrees to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed Property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.

B. The Property is conveyed "**As is**" and "**Where is**" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein.

C. Notice of Prime Farmlands Designation .

The Property is within prime and unique farmlands, but no timberlands have been designated in its vicinity. The Barnes-Svea complex is found on the entire site except for a small portion of the northeast edge of the Property. The Property is designated as prime farmland and is subject to the Farmland Protection Policy Act (PL 97-98).

D. Notice of Wetlands Area. Portions of the Property contain wetlands. Grantee, for itself and its respective successors and assigns, agrees and covenants that any development of the above described Property will be subject to all applicable

wetlands regulations and other applicable federal, state and local statutes, and ordinances relating to wetlands. To the extent required under Section 404 of the Federal Clean Water Act, Grantee, its successors and assigns agrees to obtain prior authorization from the United States Army Corps of Engineers before engaging in any ground disturbance activity which would adversely affect the extent, condition and function of a wetlands area.

This Attachment "A," as referenced in Paragraph 4, CERCLA Notices, covenants, and reservations was designed specifically for this site and will be attached to the deed.

ATTACHMENT "A" **Additional Environmental Notice Information**

The following notice provides the available information discovered as a result of a search of Air Force files pertaining to hazardous substances known to have been stored, released, and/or disposed of at the Site:

- **Petroleum Constituents.** Petroleum-containing materials were used at MAF F-0 from approximately 1964 to 1998. The petroleum diesel UST was closed in-place in 1999 and 2000. Closure documentation was submitted to NDDH, who responded that the closure reports were satisfactory and that no further action will be required (NDDH, 2004).
- **Lead-Based Paint (LBP).** LBP was used on interior and exterior surfaces in buildings constructed or repainted prior to 1978. As noted in Section 3.16 of the 447th MS EBS, the only remaining LBP remaining at the MAF is inaccessible below grade in the former LLC. Traces of LBP may remain around door posts and jambs within the LCSB, but would be below the contaminant regulatory level of 5.0.mg/l.
- **Priority Pollutant List Metals (PPL).** Soil samples for PPL metals (silver, arsenic, beryllium, cadmium, chromium, copper, mercury, nickel, lead, antimony, selenium, thallium, and zinc) were collected in the sewage lagoons at all MAFs. All samples that indicated the presence of metals were consistent with local background concentrations and/or were less than levels that required action by the NDDH.
- **Chromium (CAS# 7440-47-3).** An unquantified amount of chromium may have been contained in LBP used as coatings for underground structures, and if present is inaccessible below grade in the former LLC; sampling results were below action levels. A film of chromium coating was found in a filter in the LCEB air distribution system; the filters were removed and disposed off-site as hazardous materials.

- Miscellaneous. Limited amounts of hydraulic fluid, lead, mercury, cadmium, pesticides, solvents, coolants, paints, ordnance, and lead acid batteries were used and/or stored at MAF F-0. All materials were removed during deactivation, and no releases other than those deemed de minimis were identified. No concentrations of these and/or related constituents above their respective action levels were identified during environmental testing.

The Air Force has taken all remedial action necessary to protect human health and the environment with respect to any hazardous substances released, disposed of, or stored at the LFs which are identified as excess to U.S. Air Force requirements and proposed for disposal.

Liquid PCBs were used in equipment, such as capacitors and filters, when the missile system facilities were operational (1964 to 1998) but were removed during deactivation. No PCBs were detected in soil sampling conducted at the MAFs between 1998 and 2000.

Non-liquid Polychlorinated Biphenyls (CAS# 1336-36-3).

Non-liquid PCBs were used in waterproofing materials during construction at the Site beginning in 1964. Non-liquid PCBs are assumed to still be present in waterproofing materials at the MAF based on representative sampling. Testing in 1997 revealed a PCB coating on some tanks at MAFs; shallow buried tanks were removed from the site. The waterproof coating on one deep buried tank was tested for PCBs and none were detected. These tanks were closed in place. Soils adjacent to the removed tanks had PCB concentrations ranging from non-detect to 14 ppm. The total PCB concentrations for waterproofing ranging from non-detect to 14ppm. All TCLP-PCB concentrations were less than 10 ppb (ranging from non-detect to 6 ppb). The UST was closed in place and most of the piping and conduit was disposed as Toxic Substance Control Act-PCB waste, and a limited amount of piping and conduit remains buried at the site. Low concentrations of total PCBs (0.05 ppm) were identified in representative samples of the HICS inner cable components, a short section of which is buried at MAF F-0. As a result, the following deed restriction applies:

If HICS cabling is removed (at the landowner's discretion and effort), the covering should not be burned because of the potential to release carbon monoxide from polysulfide components within the inner covering.

Liquid Polychlorinated Biphenyls in Soil (CAS# 11097-69-1). Liquid PCBs were used in equipment such as capacitors and filters, when the missile system facilities were operational (1964 to 1998), but were removed during deactivation. The sump pump outfall soil was sampled between 1998 and 2000 to assess the potential of a liquid PCB release. Concentrations for PCBs ranged from non-detect to 4.1 ppm (well below the USEPA's cleanup action level of 50 ppm) and no remedial action was required.

Certification of Asbestos-Containing Material (ACM)

The Real Property on MAF F-0 associated with the 447 MS, Grand Forks AFB, ND, is in compliance with 40 CFR 61, Part M, as outlined below:

At the MAFs, the DEU exhaust system in the LCSB and LCEB contained asbestos under a sheet metal covering. MAFs may also contain asbestos at the elbows and joints of water pipe insulation on the heating system (asbestos sampling indicated that molded pipe joints on the heating system contained non-friable asbestos). Additional sources of asbestos at the MAFs include floor tiling (at the LXCSB and LLC), any vinyl base mastic and vinyl floor tiling in a closet at the LCSB. The external coatings of the buried 15,000-gallon UST closed in place at the MAFs may contain asbestos. No other asbestos-containing materials (ACM) exist at or above grade at the Site.

GENERAL TERMS OF SALE

1. TERM -" INVITATION FOR BIDS."

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "**As Is**" and "**Where Is**" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government In lieu of taxes.

8. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

9. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation Inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, In case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without Interest.

10. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an 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 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.

11. GOVERNMENT LIABILITY.

If this Invitation for Bids Is accepted by the Seller and: (1) Seller falls 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 Purchaser all amounts of money Purchaser has paid without Interest whereupon Seller shall have no further liability to Purchaser.

12. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent. In this connection, 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 that the Government will not be obligated to pay for any expense Incurred In connection with title matters or survey of the property.

13. TITLE.

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or, where appropriate, a bill of sale in conformity with local law and practice. The deed shall be in the general form and wording of the Quitclaim Deed form made a part of this Invitation for Bids.

14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT 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 successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the Instrument, or Instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

15. DELAYED CLOSING.

The successful bidder shall pay Interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The Interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board In "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one- eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

16. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees Imposed on this transaction and shall obtain at bidder's own expense and affix to all Instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All Instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

17. CONTRACT.

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

18. 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.

SPECIAL TERMS OF SALE

- 1. Terms of Payment and Method of Sale:** Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.
- 2. Bid Deposit:** Paragraph 5 of Instructions to Bidders, GSA Form 1741, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least twenty percent (20%) of the amount of the bid. Such bid deposit must be in the form of United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of "General Services Administration or (Name of Bidder)". Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.
- 3. Balance of Purchase Price:** Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.
- 4. 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 as successful bidder. The Backup Bidder's deposit may be retained, without interest, for this purpose. The bid deposit of the second-high bidder will be returned by mail immediately after consummation of the transaction with the high bidder. In the event that the Government is unable to consummate the transaction with the highest or second-highest 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.
- 5. Method of Award.** The bid that represents the best value to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

INSTRUCTIONS TO BIDDERS – SEALED BID
(Government Real and Related Personal Property)

1. BID FORM.

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

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

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

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

2. BID ENVELOPES.

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

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to

a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

b. Any modification or withdrawal of a bid is subject to the same conditions as in a, above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding a and b of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

4. BID EXECUTED ON BEHALF OF BIDDER.

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

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

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

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

5. BID DEPOSIT.

Each bid must be accompanied by a bid deposit of not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:

"General Services Administration or (Name of Bidder)".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. An irrevocable letter of credit is also acceptable. If an irrevocable letter of credit is submitted, the demand draft must be payable when accompanied by a written statement that the amount drawn under the credit represents the earnest money deposit required (1) as a guarantee to support an offer made by the successful bidder to purchase the property described in the Invitation for Bids from the United States of America, or (2) as liquidated damages in the event that the successful bidder fails to comply with the terms and conditions of the Invitation for Bids. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

6. ADDITIONAL INFORMATION.

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

7. BIDS TO BE OPENED AT SPECIFIED TIME.

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under 3, above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8. WAIVER OF INFORMALITIES OR IRREGULARITIES.

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

9. ACCEPTABLE BID.

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

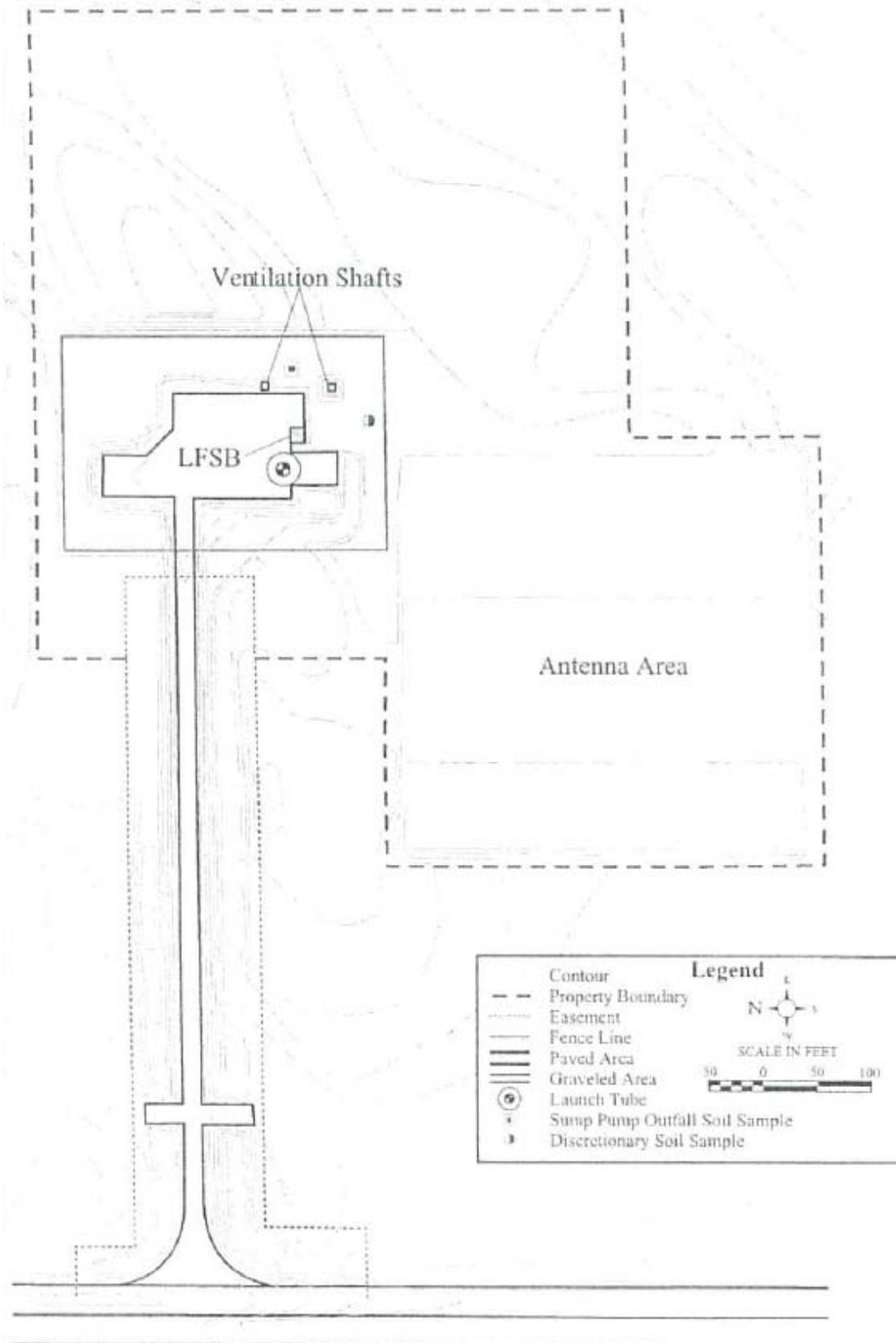
10. NOTICE OF ACCEPTANCE OR REJECTION.

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

PHOTOS AND MAP OF SITE









STATE OF }
COUNTY OF }

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, (40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) duly paid by (GRANTEE'S NAME) (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY) State of (STATE) to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this day of , 2008.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: SCOTT ARMEY
Regional Administrator
Greater Southwest Region
General Services Administration

(Appropriate Acknowledgment to be added)
SAMPLE SAMPLE SAMPLE

BID FOR PURCHASE OF GOVERNMENT PROPERTY
(To be executed and submitted in duplicate)

**Grand Forks Air Force Base
Former Missile Alert Facility F-0
Walsh County
North Dakota**

TO: GENERAL SERVICES ADMINISTRATION (7PR)

REAL PROPERTY DISPOSAL DIVISION
819 TAYLOR STREET, ROOM 8A10
FORT WORTH, TX 76102

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, GSA Form 1741; (3) the General Terms of Sale; (4) the Special Terms of Sale; and (5) the Quitclaim Deed Form, all of which are incorporated as a part of this bid, the undersigned bidder hereby offers and agrees, if this bid be accepted within 60 calendar days after date of bid opening, to purchase the property described in paragraph 2 of the Schedule portion of this Invitation, and for which bid price is entered below.

	<u>BID AMOUNT</u>	<u>EARNEST MONEY DEPOSIT- 20% OF BID</u>
BID ITEM #1 (F-0)	\$ _____	\$ _____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

BIDDER REPRESENTS: (check appropriate space)
That he operates as:

_____ an individual doing business as _____

_____ a partnership consisting of _____

_____ a corporation, incorporated in the state of _____

_____ a trustee acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

City State Zip Code

Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID _____

SIGNER'S NAME AND TITLE (type or print) _____

CERTIFICATE OF CORPORATE BIDDER

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 _____
(Official Title)

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

(SEAL)

Signature of Certifying Corporate Officer

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of BID ITEM # 1 Site F-0 , a former Missile Alert Facility, Grand Forks AFB, ND, Sale Number GSA-R-1596, is accepted by and on behalf of the United States of America, acting by and the:

Administrator of the U.S. General Services Administration

on this _____ day of _____, 2008.

Signature of Contracting Officer

Name of Contracting Officer

Contracting Officer
Title

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc., that may be issued applicable to the IFB for sale number GSA-R-1596, Former Missile Alert Facility, F-0, Grand Forks AFB, ND, to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: William Morgan

CASE NUMBER: 7-D-ND-0500

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6103

*Official Use Only
Penalty for Private Use \$300*

