

# U.S. Government Real Estate For Sale On-Line Auction

## Northgate Storage Site Jackson County, Colorado

16.112 Acres of Land  
Approx. 147 Miles NW of Denver  
on State Highway 125  
Jackson County, Colorado



**On-Line Auction Begins:  
July 8, 2008  
Sale No. GSA-R-1587**

U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
817-978-4245  
<https://propertydisposal.gsa.gov>

IFB Issue Date July 8, 2008



## **Important Notice**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for real property purchase will be received continuously until sold, or as otherwise specified herein.
- Bid amounts will be deposited upon receipt, with a refund of the amount to the unsuccessful bidders upon award, except as otherwise provided herein.
- Bids must be made on the bid forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described herein.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

<b>SALE #</b>	<b>GSA-R-1587</b>
SALE DATE	On-Line Auction
SALE OFFICE	7PR

**See the property on the Internet at: <https://propertydisposal.gsa.gov>**

# SALE OF GOVERNMENT REAL PROPERTY

SALE NO. GSA-R-1587

## INVITATION FOR BIDS

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Former Defense National Stockpile Center  
Northgate Storage Site  
State Highway 125  
Jackson County, Colorado 80480

Bids for the purchase of the Government-owned property described in the Schedule portion of this Invitation for Bids will be received continuously, or as otherwise specified herein, by the General Services Administration for **Sale Number GSA-R-1587**, at the General Services Administration Real Property Disposal Division Room 8A10 of the Fritz G. Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY DISPOSAL DIVISION – 7PR  
819 TAYLOR STREET, ROOM 8A10  
FORT WORTH, TEXAS 76102-6103

### **Property Viewing**

Property is completely viewable from its access road.

### **General Inquiries**

For general sale information concerning the Property, please contact **John Robinson, at (817) 978-4245, or [john.robinson@gsa.gov](mailto:john.robinson@gsa.gov)** or write to John Robinson, Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102. Additional information can be found on GSA's websites at <https://propertydisposal.gsa.gov> or <http://auctionrp.com>

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; (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part hereof.

## SCHEDULE

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I. The Offering:

A. Description:

16.112 acres of land improved with eight (8) concrete and asphalt lined trenches measuring 9 feet deep, 30 feet wide, and between 750 and 1,043 feet in length used to stockpile acid grade Fluorspar (calcium fluoride).

Located adjacent to and on the east side of Colorado State Highway 125, and adjacent to and north of the main track of the Coalmont Branch of the Union Pacific Railroad Company approximately 147 miles northwest of Denver, Colorado and 50 miles southwest of Laramie, Wyoming.

B. Legal Description:

Tract 100: A parcel of land situate in the South Half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 31, Township 11 North, Range 79 West of the Sixth Principal Meridian, County of Jackson, State of Colorado, bounded and described as follows:

Commencing at the Northeast corner of said Section 31; thence along the East line of said Section, South 00° 33' West, 1,341.2 feet to the Northeast corner of the S  $\frac{1}{2}$  NE  $\frac{1}{4}$  of said Section 31; thence along the North line of said S  $\frac{1}{2}$  NE  $\frac{1}{4}$  North 89° 34' West, 890.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said North line, North 89° 34' West, 1,032.47, more or less, to the East line of the 100-foot wide right-of-way of State Highway No. 125; thence along said East right-of-way line South 16° 31' West, 600.20 feet, more or less, to a point that is 100.0 feet distant Northerly, measured at right angles, from the centerline of the main track of the Coalmont Branch of the Union Pacific Railroad Company, as now constructed and operated; thence parallel with said centerline, North 87° 45' East, 1,224.43 feet; thence at right angles from the last described line, North 02° 15' West, 519.96 feet, more or less, to the TRUE POINT OF BEGINNING. Containing 616,045 square feet, 14.142 acres, more or less.

AND

Tract 101-1: A tract of land situated in the S  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 31 Township 11 North, Range 79 West of the Sixth Principal Meridian, Jackson County, Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 31; thence South 00° 33' 00" West, along the East line of said Section 31, 1341.20 feet to the Northeast corner of said S  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; thence North 89° 34' 00" West, along the North line of said S  $\frac{1}{2}$  NE  $\frac{1}{4}$ , 890 feet, to the POINT OF BEGINNING; thence South 02° 15' 00" East, to the intersection with a line which is parallel with and 100.00 feet Northerly of the centerline of the spur track to the stockyards as now constructed and operated; thence Northerly, parallel with said centerline, to said North line of the S  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; thence Westerly along said North line, to the point of beginning. The tract herein described contains 1.97 acres, more or less.

II. General, Restrictions, Covenants, and Agreements:

A. 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:

1. SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patents which cover the Property.

B. This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and **exceptions** which shall be set forth in the final instrument of conveyance in the following manner:

This 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:

1. All existing permits, servitudes 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, including, but not limited to that certain unrecorded agreement dated June 14, 1951, by and between Laramie, North Park & Western Railroad Company and North Park Rural Electric Association, identified in the records of Grantor as C.D. 36995, covering the construction, maintenance, and operation of power wire lines over and across Tract No. 100.
2. All existing interests reserved to or outstanding in third parties in and to water rights, ditches, canals, strips, gores, and reservoir rights, as well as oil, gas, and/or minerals (whether vein, lode or ore), whether or not of record.
3. 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.
4. 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.
5. 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.

III. General Reservations/Covenants Covering the Parcels

Any ultimate Government conveyance of the aforementioned Property described in Section I, above, should contain the following reservations:

- A. SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

IV. CERCLA Notices, Covenants and Reservations

- A. CERCLA Notice - Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no known hazardous substances have been stored for one year or more on the Property.
- B. CERCLA Covenant - Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of delivery 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 or prior to the date of this conveyance.

This covenant shall not apply:

1. in any case in which Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
2. 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 successors or assigns, or any party-in-possession of the Property, or any part thereof, after the date of this conveyance that either:
  - a) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

- (1) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
  - (2) in the case of a hazardous substance previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, and where after such discovery, Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, thereafter causes or exacerbates a release or threatened release of such hazardous substance.
- b) In the event Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
- (1) the associated contamination existed prior to the date of this conveyance; and
  - (2) 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 successors or assigns, or any party-in-possession of the Property, or any part thereof.
- C. Access Easement. 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-Disturbance Clause.** Grantee covenants and agrees for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

V. Environmental Notices, Restrictions, Exceptions, Covenants & Agreements of Grantee

- A. Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following notices, exceptions, restrictions, covenants, and agreements, 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 Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

B. Notice of Pesticides Application.

Grantee is hereby notified as follows:

1. pesticides applied in the management of the Property may be found on the Property;
2. the Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), its implementing regulations, and according to the labeling provided with such substances; and

3. the Government believes that, in accordance with the applicable provisions of CERCLA, such application of pesticides is not a Release, but instead is a consumer product in consumer use (42 U.S.C. § 9601(9)), and is application of a pesticide product registered under FIFRA for which recovery of Response costs is not allowed (42 U.S.C. § 9607(i)).

C. Environmental Indemnity

Grantee has inspected the described and conveyed property and has satisfied itself that the property is free of any hazardous substance or petroleum, or its derivatives, and pesticides, and Grantee, for itself and its successors and assigns, or any party-in-possession of the Property, or any part thereof, covenant and agree 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 or petroleum or its derivatives, and pesticides 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.)

D. Property Conveyed **AS IS** and **WHERE IS**

Te 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, or any party-in-possession of the Property, or any part thereof, 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.

# GENERAL TERMS OF SALE

(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

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## 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 conclusion 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

Except as specifically provided for herein, 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 conclusion of an 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. POSSESSION

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under (a), above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. 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 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance.

## 8. 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.

## 9. 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.

## 10. INSURANCE

- a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- e. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

## 11. 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.

## 12. 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.

## 13. GOVERNMENT LIABILITY

If this Invitation for Bids is accepted by the Seller 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 Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

## 14. 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

## 15. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

## 16. 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. In any event, if possession was assumed by the successful bidder

prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

17. DELAYED CLOSING

The successful bidder shall pay a penalty of \$100 per day or interest on the outstanding balance of the purchase price (whichever is higher) 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 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing and determine that the bidder defaults their performance of the contract of sale and is subject to the terms of paragraph 12, above.

18. 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.

19. 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.

20. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or officers or employees of the United States Government, 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.

# INSTRUCTIONS TO BIDDERS – Online Auction

(Government Real and Related Personal Property)

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## 1. TYPE OF SALE

The method of sale used here is an On-line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the Internet from your home or office. Bidding will take place until the property is sold, except as otherwise specified herein. You can find out when new bids come in and what the high bids are by viewing our web page at <http://auctionrp.com>.

## 2. BIDDING IN GENERAL

Bids will be received until a high bid is determined, except as otherwise specified herein. All bids are irrevocable for 60 days from the date of conclusion of the auction. 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.

## 3. REGISTERING BIDDERS, USER ID & PASSWORD

### a. Registration is a 3-step process.

(1) Online registration on our Internet sale site <http://auctionrp.com>.

(2) Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and delivered to the sales office identified in the IFB. Faxed Bid Forms are acceptable.

(3) Bid Deposit - The authorized Bid Deposit payment methods are by Cashier's Check or by Credit Card using the Bid Deposit by Credit Card Form in this IFB, or as otherwise specified herein. Personal or business checks are NOT acceptable. Cash is not recommended.

b. Once the Bid Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the online registration will be activated and electronic bids may be made. The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and Password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. 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://auctionrp.com>.

#### 4. CONTINUOUS BIDDING RESULTS

The current high bid is available any time (24 hours a day) by viewing the auction at <http://auctionrp.com>.

#### 5. BID FORM.

- a. Bids must be submitted 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. Faxed bids are acceptable and bids may be modified or withdrawn by confirmed request prior to the time of conclusion of auction, except for highest and second-highest bids. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.
- b. Bid Forms 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.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid Amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Bids must be submitted without contingencies.
- d. Bids that are not submitted on GSA forms will be rejected.
- e. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.
- f. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

#### 6. 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 and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

## 7. INCREASING A BID ONLINE

If you learn from the web page that your bid is not the high bid, you can submit a higher 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. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. Response to telephone, fax and other inquiries will be provided as expeditiously as possible, but no claim may arise from any failure in such response. The Government reserves the right to modify the bid increment at any time prior to conclusion of the auction. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

## 8. INCREASING A BID BY FAX

- a. Bids by fax may be made by using the bid 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 817-978-2063.
- b. A bid submitted by fax will only be accepted during business hours and 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 data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

## 9. "SOFT CLOSE" BID SURVIVAL

The Government will announce a date and time for the receipt of final bids on the sale web page. On that date and time, Central Time, a clock starts for the High Bid survival period, usually 24-hours. If the high bid on the announced date and time survives the full Soft Close interval without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an

increased bid of the increment stated is received within challenge period, then bidding will be held over for an additional Soft Close interval (excluding weekends and Federal holidays) on the same terms. This process will continue until a bid survives the full Soft Close bid interval unchallenged. Bid survival time intervals may be changed from 24 hours (reduced or increased) as determined by the Government. Bid increment amounts may also be changed as determined by the Government. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <http://auctionrp.com>.

#### 10. FINAL BIDS AND ENDING OR SUSPENDING THE SALE

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale, and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and the right to start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

#### 11. 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 a Power of Attorney or other evidence of 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 a 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 signers to execute the bid on behalf of the partnership.

#### 12. BID DEPOSIT TERMS - REGISTRATION

A bid deposit not less than the amount required by this Invitation for Bids must accompany each bid, as follows:

- a. In the form of a cashier's check payable to the order of: "General Services Administration", or as otherwise specified herein. Failure to so provide such bid

deposit shall require rejection of the bid. Upon acceptance of a bid and award, 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 that are rejected will be refunded to bidders, without interest, within 5 business days after rejection of the bids. A Social Security Number or business Tax Identification Number is required to process the refund by the U.S. Treasury.

- b. Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the Invitation for Bids. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM.** Credit card deposits on rejected bids will be credited within 5 business days after rejection of the bid. Faxes of all required forms are acceptable.

### 13. BID DEPOSIT TERMS – HIGH BIDDER 10% BID DEPOSIT

- a. Within five (5) business days of acceptance of an offer and award by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the final amount bid. Failure to so provide such bid deposit within five (5) business days of the Government's acceptance of an offer and award shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.
- b. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- c. Bid deposits received from the two highest bidders may be held as stipulated in Instructions to Bidders – Online Auction, Paragraph 14. Backup Bidder.

### 14. BACKUP BIDDER

The second-highest bid received will be from the Backup Bidder. The Backup Bidder may be considered for award as successful bidder: 1) if the High Bidder fails to increase their initial bid deposit to the required 10% of the purchase price or is otherwise unable to consummate the transaction within the time period defined in Paragraph 6, Continuing Offer, General Terms of Sale; and, 2) Notice of award is made to the Backup Bidder within the period defined in Paragraph 6 Continuing Offer, General Terms of Sale. The Backup Bidder's deposit may be retained by the Government, without interest, for the entire Continuing Offer period. Unless an award is made to the Backup Bidder within the time period defined in Paragraph 6, Continuing Offer, General Terms of Sale, the Backup Bidder's bid deposit will be returned by mail or credit to credit card account. In the event that the Government is unable to consummate the transaction with the High Bidder or Backup Bidder, the Government reserves the right to consider remaining bids and make an award that is in the best interest of the Government.

#### 15. ACCEPTABLE BID

A bid received from a responsive 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.

#### 16. 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 announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. 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 for any reason.

#### 17. 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, 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 and any amendments made thereto prior to award of sale.

#### 18. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

### SAMPLE QUITCLAIM DEED

STATE OF \_\_\_\_\_ }

KNOW ALL BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_ }

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)

Enter Your AuctionRP User ID Here

# BID FORM (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY

*(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)*

Former Defense National Stockpile Center  
Northgate Storage Site  
State Highway 125  
Jackson County, Colorado 80480

## Sale # GSA-R-1587

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of sale completion, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, and Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

an individual

an individual doing business as:

a partnership consisting of:

a trustee acting for:

a corporation, incorporated in the state of:

**Bid Amount:** \$ \_\_\_\_\_

Enclosed or Attached, pursuant to paragraph 8 of Instructions to Bidders – Online Auction and paragraph 9 of Instructions to Bidders – Live Auction, is a Bid Deposit in amount of:

**Bid Deposit:** \$4,250 \_\_\_\_\_

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

Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) If applicable.

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 6a., of this Invitation for Bids.)

Bidder Represents that they operate as:  
(check the appropriate box)

### Name and address of bidder (type or print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Signer's name and title (type or print)** \_\_\_\_\_



**Bid Deposit by Credit Card**

Enter Your AuctionRP User ID Here

**To: General Services Administration  
Real Property Disposal Division (7PR)  
Attn: John A. Robinson, Project Manager  
819 Taylor Street, Suite 8A10  
Fort Worth, TX 76102**

**Fax Number: 817-978-2063****This form may be submitted by Fax.****Deposit Amount: \$ 4,250**

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the **Invitation for Bids No. GSA-R-1587**. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 12, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful purchaser, the bid deposit will be credited to the credit account listed below.

**Applicant's Last Name (please print):** \_\_\_\_\_**First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_**Address:** \_\_\_\_\_**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Visa** \_\_\_\_\_ **Master Card** \_\_\_\_\_ **Discover** \_\_\_\_\_ **AmEx**

**Card Number:** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_**Driver's License #:** State \_\_\_\_\_ /DL# \_\_\_\_\_**Name as it appears on card:** \_\_\_\_\_**E-Mail Address:** \_\_\_\_\_**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_ **Fax Number:** ( \_\_\_\_\_ ) \_\_\_\_\_**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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*