

# Real Estate For Sale

# Online Auction

## Mancos Properties



**Mancos Dwelling**  
306 Bauer Avenue  
Mancos, CO 81328



**Mancos Warehouse**  
171 Railroad Avenue  
Mancos, CO 81328

**Auction Begins: September 25, 2008**  
**Sale No. USDA-R-1597**

**U.S. General Services Administration**  
Public Buildings Service  
Real Property Disposal Division  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
817-978-0743  
<https://propertydisposal.gsa.gov>



**IFB for Sale USDA-R-1597  
On-Line Auction**

**Bid Item #1**

**Mancos Dwelling  
306 Bauer Avenue  
Mancos, CO 81328**

**Bid Item #2**

**Mancos Warehouse  
171 Railroad Avenue  
Mancos, CO 81328**

**Auction Begins: September 25, 2008**

**Important Notice**

- **Bid items #1 and #2 will be auctioned in separate and independent auctions. Although both bid items are governed by the same Invitation for Bid (IFB) document, each bid item will have its own soft close and closing processes.**
- 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>USDA-R-1597</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. USDA-R-1597

### INVITATION FOR BIDS

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#### Bid Item #1

**Mancos Dwelling  
306 Bauer Avenue  
Mancos, CO 81328**

#### Bid Item #2

**Mancos Warehouse  
171 Railroad Avenue  
Mancos, CO 81328**

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 USDA-R-1597**, 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

If you would like to view the Mancos Dwelling or the Mancos Warehouse, please schedule an appointment with Patrick McCoy, Forest Service, at (970)882-6821, or Laurie Yeager, Forest Service, at (970) 385-1309.

#### General Inquiries

For general information concerning the sale, please contact **David Burditt, GSA, at (817) 978-0743, or [david.burditt@gsa.gov](mailto:david.burditt@gsa.gov)** or write to David Burditt, Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Fort Worth, TX 76102. Additional information can be found on GSA's website at [www.auctionrp.com](http://www.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.

**Location and Description:****Bid Item #1**

**Mancos Dwelling  
306 Bauer Avenue  
Mancos, CO 81328**

**Bid Item #2**

**Mancos Warehouse  
171 Railroad Avenue  
Mancos, CO 81328**

***Bid Item #1 – Mancos Dwelling***

The site offers approx. 0.34 acres of land improved with a residential dwelling and an unattached two car garage. The dwelling was built in 1938. **The MINIMUM BID for BID ITEM #1 IS \$148,000.**

This property is located at 306 Bauer Avenue in Mancos, Colorado. It offers a gross area of approx. 2,687 sq. ft. which includes 3 Bedrooms and 2 Bathrooms. Additionally, the unattached garage offers approx. 484 sq. ft.

***Bid Item #2- Mancos Warehouse***

The property offers approx. 0.16 acres of land improved with a 2,250 sq. ft. warehouse. The property is located at the intersection of State Highway 184 and US Highway 160 at 171 Railroad Avenue in Mancos, Colorado. The property was built in 1936. **The MINIMUM BID for BID ITEM #2 IS \$125,000.**

**Utilities:***Electricity:*

Empire Electric Company at (970) 564-4444

*Natural Gas:*

Atmos Energy at (970) 565-7575.

*Telephone:*

Qwest at (800) 244-1111.

*Sewer and Water:*

Town of Mancos at (970) 533-7725.

## SCHEDULE

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### 1. Location:

The Mancos Dwelling site offers approx. 0.34 acres of land improved with a residential dwelling and a garage. The dwelling, located at 306 Bauer Avenue in Mancos, Colorado, was built in 1938 and offers a gross area of approx. 2,687 sq. ft. which includes 3 Bedrooms and 2 Baths. It also offers an unattached two car garage.

The Mancos Warehouse offers approx. 0.16 acres of land improved with a 2,250 sq. ft. warehouse. The Warehouse, built in 1936, is located at the intersection of State Highway 184 and US Highway 160 at 171 Railroad Avenue in Mancos, Colorado.

### 2. The Offering:

#### Legal Description:

#### ***Bid Item #1 – Mancos Dwelling:***

Lots numbered One (1), Two (2), and the East one-half of lot Three (3), of Block Seven (7) in the George Bauer's Second Subdivision to the Town of Mancos, Section 28, Township 36 North, Range 13 West, according to the plat thereof filed for record July 24, 1899 in Book 1 at Page 36.

#### ***Bid Item #2 – Mancos Warehouse:***

Lots Twelve (12) and Thirteen (13), of Block One (1), of the East Side Addition to the Town of Mancos, Section 28, Township 36 North, Range 13 West, purchased on 3/30/1936 under Act of 4/8/1935, recorded in Book 101 at Page 167.

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 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.

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

- a) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and conduits and canals on, over and across said land whether or not of record.

- b) All existing interests(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record.
- c) All other existing interests reserved by the original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the property interest(s) hereinabove described, whether or not of record.
- d) Any survey discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, which may affect the subject property.
- e) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

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

#### CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY

- a) **NOTICE of Hazardous Substance Activity.** Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon information submitted by the USDA Forest Service, the United States hereby gives notice that there is **no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the property.**
- b) **CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

- a. in any case in which Grantee, its successor(s) or assign(s) or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- b. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

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

6. The conveyance of the hereinabove described property is made under and in consideration of the following agreement:
  - a) Grantee hereby agrees to comply with any and all applicable Federal State and local laws relating to the management of lead-based paint and asbestos containing material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos containing building material. Accordingly, Grantee hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorney's fees) brought against the United States after the date of this deed by any person or entity under any Federal, State or local law, including, but not limited to environmental and tort laws, with respect to any lead-based paint and or/ asbestos-containing building material associated with the property. This covenant to indemnify, release, defend and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property and may be enforced by the United States in a court of competent jurisdiction.

## **SPECIAL TERMS OF SALE**

### **1. Method of Payment - Bid Deposit:**

Paragraph 12 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such **bid deposit must be at least the minimum amount shown on the bid form. Such bid deposit must be in the form of a cashier's check, United States currency, certified check, credit card or money order** issued or 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 The General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. **Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.**

### **2. Method of Payment – Balance of Purchase Price:**

**The balance of the purchase price shall be payable in full within 30 days of acceptance or at time of closing.** Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by 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 the purchaser upon acceptance by the Government of such bid.

### 3. Method of Award:

Successful High Bidders will be notified by letter, or as otherwise specified herein, that award has been made on the items bid.

## **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.

- a. Water service to the Mancos dwelling has been turned off for the past 2 years. There may be some leakage in the current plumbing system. It is recommended that the potential buyer have a Colorado licensed plumber perform a thorough inspection.

- b. The previously used parking area and Main Street access to the Mancos Warehouse are not part of the property. Legal access is through the adjacent alley.

## 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 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 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 delayed closing damages to the Government in the form of \$250 per day or interest on the outstanding balance of the purchase price, whichever amount is greater, 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 penalty shall be the greater of \$250.00 per day or the daily rate computed based on the yield of a 1-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.

## 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 [www.auctionrp.com](http://www.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 90 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 [www.auctionrp.com](http://www.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, [www.auctionrp.com](http://www.auctionrp.com).

#### 4. CONTINUOUS BIDDING RESULTS.

The current high bid is available any time (24 hours a day) by viewing the auction at [www.auctionrp.com/auctions2](http://www.auctionrp.com/auctions2).

#### 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, strikeouts, 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. 24-HOUR "SOFT CLOSE" BID SURVIVAL ROUTINE.**

The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 p.m. Central, a 24-hour clock starts for the High Bid. If the high bid on the announced date at 2:00 p.m. survives 24-hours 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 herein, if any, is received within 24-hours, then bidding will be held over an additional 24-hours, excluding weekends and Federal holidays, on the same terms. This process will continue until a bid remains unchallenged. Bid survival time increments may be changed from 24 hours (reduced or increased) as determined by the Government. Bid amount increments also may 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.
- 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 ten (10) 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 ten (10) 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. Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. **The full balance of the purchase price is payable within thirty (30) calendar days after award.** At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- c. **Bid deposits received from the two highest bidders may be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be returned.**

## 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.

Prepared by:  
Name of Preparer: USDA-Forest Service  
Address of Preparer: P.O. Box 25127  
Lakewood, CO 80225  
Phone Number of Preparer: 303-275-5382

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called GRANTOR, and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called GRANTEE.

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

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

Mancos Dwelling

lots numbered One (1), Two (2), and the East one-half of lot Three (3), of Block Seven (7) in the George Bauer's Second Subdivision to the Town of Mancos, Section 28, Township 16 North, Range 13 West, according to the plat thereof filed for record July 24, 1899 in Book 1 at Page 36.

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

- a) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and conduits and canals on, over and across said land whether or not of record.
- b) All existing interests(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record.

- c) All other existing interests reserved by the original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the property interest(s) hereinabove described, whether or not of record.
- d) Any survey discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, which may affect the subject property.
- e) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

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

#### CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY

a) NOTICE of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon information submitted by the USDA Forest Service, the United States hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the property.

b) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

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

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

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

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

2. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the grantee, its

successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

- i) the associated contamination existed prior to the date of this conveyance; and
- ii) the need to conduct any additional response action or part thereof was not the result of any failure to act by the Grantee, its successor(s) or assign(s), or any party in possession..
- iii) in the case of hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s) or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

c) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-, borings, 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, included 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.

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

Grantee hereby agrees to comply with any and all applicable Federal State and local laws relating to the management of lead-based paint and asbestos containing material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos containing building material. Accordingly, Grantee hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorney's fees) brought against the United States after the date of this deed by any person or entity under any Federal, State or local law, including, but not limited to environmental and tort laws, with respect to any lead-based paint and or/ asbestos-containing building material associated with the property. This covenant to indemnify, release, defend and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and



Date: \_\_\_\_\_

BY: \_\_\_\_\_

ACKNOWLEDGEMENT

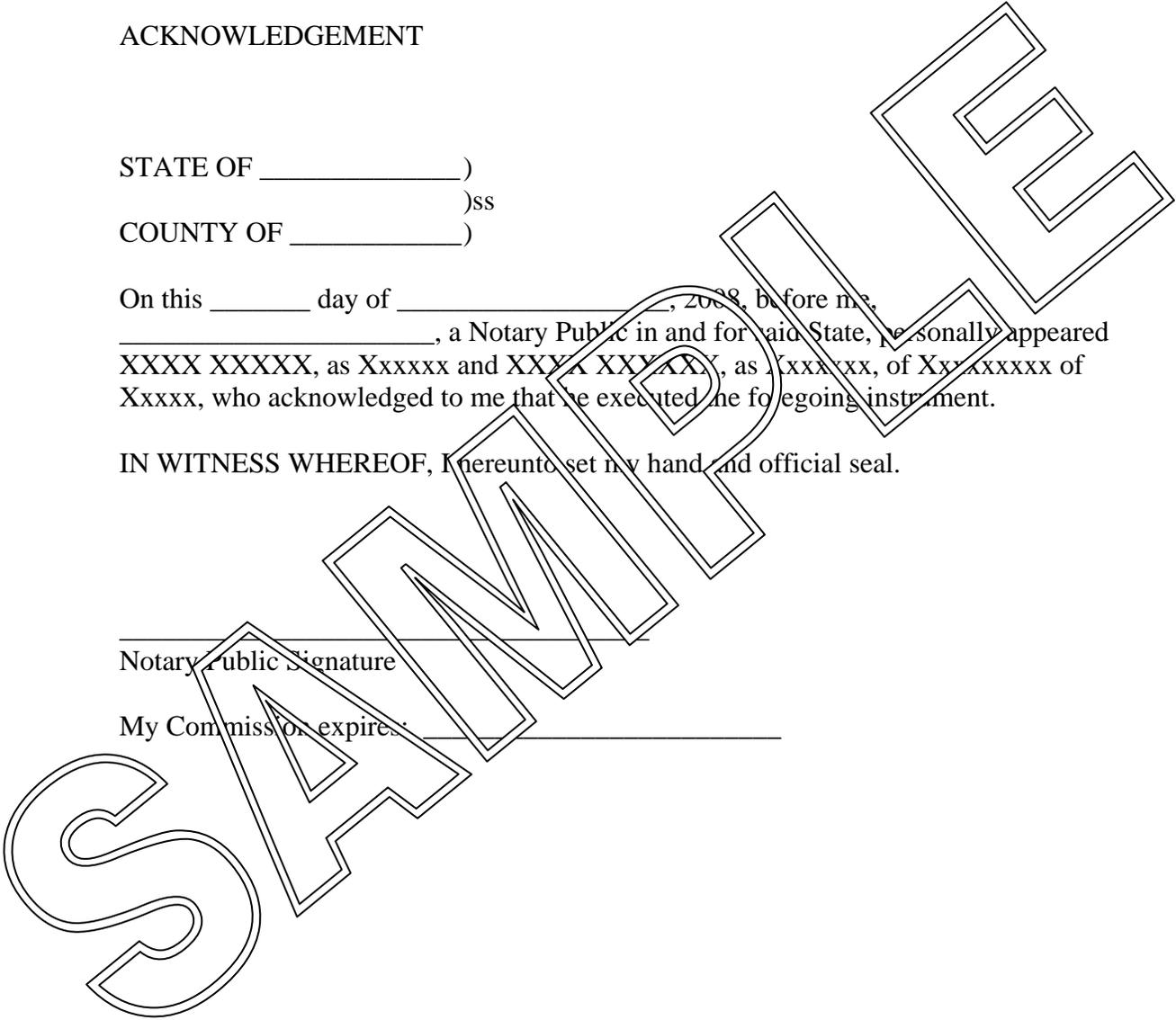
STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared  
XXXX XXXXX, as XXXXXX and XXXX XXXXXX, as XXXXXX, of XXXXXXXXX of  
XXXXX, who acknowledged to me that he executed the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public Signature

My Commission expires: \_\_\_\_\_



**BID FORM (Page 1 of 2)**

<b>Initial Bid</b>	<input type="checkbox"/>
<b>Increase Bid</b>	<input type="checkbox"/>

FOR PURCHASE OF GOVERNMENT REAL PROPERTY  
 (TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

**Bid Item #1**

**Mancos Dwelling  
 306 Bauer Avenue  
 Mancos, CO 81328**

**Bid Item #2**

**Mancos Warehouse  
 171 Railroad Avenue  
 Mancos, CO 81328**

**Sale # USDA-R-1597**

The undersigned bidders hereby offers and agrees, if this bid is accepted within ninety (90) calendar days after the date the auction is concluded, to purchase the property described in the Schedule portion of this Invitation for the bids at the price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

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

- an individual
- an individual doing business as:

---

a partnership consisting of:

---



---

- a trustee acting for:

---



---

- a corporation, incorporated in the state of:

---

Bid Item	Description	Bid Deposit	Bid Amount
1	Mancos Dwelling	\$15,000	
2	Mancos Warehouse	\$13,000	

Enclosed pursuant to paragraph 12 of Instructions to Bidders is a Bid Deposit in amount of:

In the event this bid is accepted, the instrument of conveyance should name the following as Grantees:

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 of this Invitation for Bids.)

**BID FORM (Page 2 of 2)**

Name and address of bidder (type or print)

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

Street: \_\_\_\_\_

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

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

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

**CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

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 \_\_\_\_\_  
(Bidder's official title i.e. President)

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 Date

**ACCEPTANCE BY THE GOVERNMENT**

The foregoing bid for purchase of Government owned property known as the

\_\_\_\_\_ Bid Item 1 Mancos Dwelling \_\_\_\_\_ Bid Item 2 Mancos Warehouse

is hereby accepted by and on behalf of the United States of America acting by and through the Administrator of the U.S. General Services Administration, on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Name and Title of Contracting Officer: \_\_\_\_\_

Signature of Contracting Officer: \_\_\_\_\_

**Bid Deposit by Credit Card**

To: **General Services Administration  
Real Property Disposal Division (7PR)  
Attn: David C. Burditt, Realty Specialist  
819 Taylor Street, Suite 8A10  
Fort Worth, TX 76102**

**Fax Number: 817-978-2063**

**This form may be submitted by Fax. Deposit Amount: \$ \_\_\_\_\_**

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. USDA-R-1597**. 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 bidder, 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*