Office of Real Property Utilization and Disposal
U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
Former Navy Aviation Hangar
Southern Flight Test Area
154 Hartwell Road, Bedford, Massachusetts 01730
BOSTN118005001
Revised October 1, 2018

Auction Summary

Sale Type: **Online Auction**

Start Date: **August 13, 2018**

End Date: **To Be Determined**

Starting Bid: **$500,000**

Registration Deposit**: $25,000**

Bid Increment: **See Website**

Property Information and Auction Questions

Barbara Salfity
Office of Real Property Utilization & Disposal
New England Region
617-565-5700
617.565.5696
barbara.salfity@gsa.gov

Online Auction

RealEstateSales.gov

Send Bidder Registration Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1100
Boston, Massachusetts 02222
Attn: Lawanda Maryland

GSA's Property Disposal Web Page

http://propertydisposal.gsa.gov

Go to RealEstateSales.gov for the most up-to-date information on the sale of the Property

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ATTACHMENT A: CERCLA INFORMATION
(11 pages)

PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

The subject property is known as the Southern Flight Test Area, and is located at 154 Hartwell Road, Bedford, Middlesex County, Massachusetts 01730 (“the Property”). The Property was formerly used by the Navy and consists of approximately 16 acres, and has been improved with a 95,949 square foot structure. The structure has two aviation hangars, a three story office building, and a two story addition. Built in 1959, the structure was used for aircraft maintenance and housed radar equipment, administrative offices, and laboratories. It is adjacent to Hanscom Airfield. The structure is eligible for listing on the National Register of Historic Places.

LEGAL DESCRIPTION

Parcel A, Hartwell Road, Bedford, MA- The land with the buildings thereon, situated in the Town of Bedford, on the Southerly side of Hartwell Road, bounded and described as follows:

Beginning at a drill hole in a stone bound set at the Northeasterly most corner of the parcel described herein, thence by the lands now or formerly of the Commonwealth of Massachusetts (Hanscom Field), the following eight (8) courses:

1) Southwesterly, S 09°01'06" W a distance of 278.47 feet to a drill hole in a concrete bound found, thence;
2) Southwesterly, S 36°53'12" W a distance of 608.25 feet to a railroad spike found, thence;
3) Southeasterly, S 09°49'37" E a distance of 160.92 feet to a concrete bound found, thence;
4) Northeasterly, N 80°16'53" E a distance of 170.00 feet to a railroad spike found, thence;
5) Southeasterly, S 09°19'37" E a distance of 199.26 feet to railroad spike found on the edge of a airplane taxiway, thence;
6) Southwesterly along said taxiway, S 80°13'07" W a distance of 838.09 feet to a railroad spike found, thence;
7) Northwesterly, N 15°44'37" W a distance of 200.73 feet to a drill hole in a concrete bound found, thence;
8) Northwesterly, N 15°58'54" W a distance of 557.47 feet to an iron rod set on the Southerly line of a way commonly known as Hartwell Road, thence;

Northeasterly along said Southerly line of the said Hartwell Road the following nine (8) courses:

1) Northeasterly N 82°20'00" E a distance of 138.82 feet to a drill hole set in a stone bound thence;
2) Northeasterly, N 76°18'15" E a distance of 225.93 feet to a drill hole set in a stone bound thence;
3) Northeasterly, N 74°56'04" E a distance of 303.37 feet to a drill hole set in a stone bound thence;
4) Southeasterly, N 78°38'03" E a distance of 77.74 feet to a drill hole set in a stone bound thence;
5) Northeasterly, N 83°45'17" E a distance of 134.89 feet to an iron rod set thence;
6) Northeasterly, along a curve to the left about a radius of 300.00 feet, an arc length of 245.87 feet to a drill hole set in a stone bound, thence;
7) Northeasterly, N 36°47'52" E a distance of 177.31feet to a drill hole set in a stone bound thence;
8) Northeasterly, N 34°29'08" E a distance of 72.68 feet to a drill hole set in a

stone bound, said stone bound being the point or place of beginning. Said Parcel A contains 700,222 square feet or 16.075 acres more or less.

Meaning and intending to convey the fee in the land that lies south of Hartwell Road as shown on the plan up to the existing boundary of Hanscom Field.

ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any Agreement of Sale. For more information, contact the Town of Bedford Planning Board at (781) 275-1548. The office is located at 10 Mudge Way, Bedford, MA 01730

UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the appropriate utility providers for information on the availability of utilities.

NOTE: The Property was previously part of a larger parcel and may have interconnected utility infrastructure. The Purchaser will be responsible for installing separate meters for water, sewer and other utilities that service the Property.

GENERAL TERMS OF SALE

DEFINITIONS

The terms described in paragraphs a) through z) below shall have the meanings set forth therein.

a) **ACCEPTED BID**

The term “Accepted Bid” refers to a Bid that the Government elects to accept.

b) **ADDITIONAL DEPOSIT**

The term “Additional Deposit” is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

c) **AGREEMENT OF SALE**

The “Agreement of Sale” is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

d) **AS-IS**

The term “As-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property “with all faults,” whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

e) **AUCTION**

The term “Auction” is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

f) **BACKUP BIDDER**

The term “Backup Bidder” refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

g) **BID**

A “Bid” is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

h) **BID INCREMENT**

The “Bid Increment” is a specified amount of money posted on the Website.

i) **BIDDER(S)**

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the Property.

j) **BIDDER REGISTRATION FORM**

The term “Bidder Registration Form” refers to the form titled “Bidder Registration for Purchase of Government Property.”

k) **CLOSING DATE**

The “Closing Date” is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

l) **EIN**

The term “EIN” refers to an entity’s Employer Identification Number.

m) **GOVERNMENT**

The term “Government” refers to the United States of America, and is used interchangeably with “Grantor.”

n) **GSA**

The term “GSA” refers to the United States General Services Administration, a federal agency.

o) **HIGH BID**

The term “High Bid” refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the “Current Winning Bid” or the “Current Bid”.

p) **INACTIVITY PERIOD**

The “Inactivity Period” is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

q) **INITIALLY ANTICIPATED CLOSE OF AUCTION**

The “Initially Anticipated Close of Auction” is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

r) **INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Specific Terms of Sale; Instructions to Bidders; Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

s) **PROPERTY**

The term “Property” refers to the property or properties described in the Property Description of this IFB.

t) **PURCHASE PRICE**

The “Purchase Price” is the amount of money offered in the Accepted Bid.

u) **PURCHASER**

The term “Purchaser” refers to the Bidder of the Accepted Bid, and is used interchangeably with “Grantee.”

v) **REGISTRATION DEPOSIT**

The term “Registration Deposit” is defined in the Bidder Registration and Deposit Section of the Instructions to Bidders portion of this IFB.

w) **SSN**

The term “SSN” refers to a Social Security Number.

x) **TIN**

The term “TIN” refers to a Tax Identification Number.

y) **WHERE-IS**

The term “Where-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

z) **WEBSITE**

The term “Website” refers to the GSA Auctions® website, GSAAuctions.gov, which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

DESCRIPTION PROVIDED IN IFB

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

INSPECTION

The Property will be made available for inspection. The Website will be updated to indicate the dates and times which the Property will be open. **No one will be allowed access to the Property without the presence of a GSA employee or designee.**

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction.

AGREEMENT OF SALE

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the “**Agreement of Sale**”). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement

of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

CONDITION OF PROPERTY

The Government is offering the Property for sale **"AS IS" AND "WHERE IS",** disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose**.** This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

Refer to the Specific Terms of Sale starting on page 11 for further information on conditions that impact the Property including: historic preservation covenants, mold, lead based paint, asbestos, groundwater contamination, and an Activity and Use Limitation.

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

The corner of the structure encroaches onto the abutting property. Bidders are advised to review the site survey provided.

ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments.

REVOCATION OF BID AND DEFAULT

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

GOVERNMENT LIABILITY

If the Governments accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

TITLE

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale (the "**Closing Date**") will be set by the Government and will be no later than **sixty (60) calendar days** after the acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the

Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY

a) The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).

b) Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1100
Boston, Massachusetts 02222
Attn: Barbara Salfity

OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

SPECIFIC TERMS OF SALE

ACTIVITY AND USE LIMITATION

The Property will be conveyed subject to an Activity and Use Limitation (AUL) that has been recorded in the Middlesex South Registry of Deeds Book 71678 page 327. A copy of the AUL documents has been posted to the auction website and is identified as:

Superfund Site Name: Naval Weapons Industrial Reserve Plant, Bedford, Massachusetts
Southern Flight Test Area of Operable Unit 1
Site Location: Bedford, MA
EPA Site Identification Number: MA6170023570
MassDEP Release Tracking Number: 3-0002611

For further information on the environmental condition of the property, the following reports are posted on the auction website and incorporated by reference: Notice of Activity and Use Limitation; Land Use Control Remedial Design; Environmental Condition of Property; and the Site Management Plan. The Navy has established an Administrative Record for the public to view additional documents associated with the environmental project which can be found at:

https://www.navfac.navy.mil/products_and_services/ev/products_and_services/env_restoration/installation_map/navfac_atlantic/midlant/nwirp_bedford/admin_records.html

THE FOLLOWING NOTICES AND COVENANTS (CERCLA, ASBESTOS, LEAD BASED PAINT, MOLD & HISTORIC PRESERVATION) WILL BE INCLUDED IN THE DEED TO THE PROPERTY

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i))

a. NOTICE REGARDING 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 a complete search of agency files, the United States gives notice that the **Attachment A**, attached hereto and incorporated herein, provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

b. CERCLA COVENANT. The Deed by which this Property shall be conveyed will include this language: 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;

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

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

(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 successors(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

c. ACCESS. Grantor shall reserve 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 representative 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.

NOTICE OF PRESENCE OF ASBESTOS CONTAINING MATERIALS ("ACM")

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

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

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

d) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to

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

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

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

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

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

NOTICE OF PRESENCE OF MOLD

Buyers are notified that various forms of mold are present at various locations in the building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA “Limitations on Response” standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information disclosing the presence of mold is provided to bidders with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Buyer, its successors, assigns, employees, invitees, or any other person subject to the Buyer’s control or direction.

HISTORIC PRESERVATION COVENANTS

1. Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior’s Standards for Treatment of Historic Properties, 1995, Standards for Preservation* (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the National Register of Historic Places.

2. When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior’s Standards for Treatment of Historic Properties, 1995, Standards for Rehabilitation* (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or

when alteration or additions to the property are planned.

3. Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.

4. Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the State Historic Preservation Officer ("SHPO") for consistency with in *The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995.*

5. The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.

6. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.

7. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

8. The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

9. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land on which the structure sits. All the covenants, conditions, restrictions and obligations described are binding upon the Grantee and it heirs, successors and assigns.

INSTRUCTIONS TO BIDDERS

AUCTION START DATE

The Auction opens on **Monday August 13, 2018 at 9:00 a.m.** (Central Time).

TYPE OF SALE

The sale of the Property will be conducted through an online auction on the Website (the "**Auction**").

BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. The Purchaser must arrange for its own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

STARTING BID

The amount of the starting bid is **$500,000.00**. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

BIDDER REGISTRATION AND DEPOSIT

a) Bidder registration is a three-step process. All steps must be fully completed in the manner described below.

1. Complete Online Registration: Bidders must register online at the Website. Once on the Website, click on "Register", establish a username and password and provide the requested account information. A username and password are used to register online and to place Bids. The password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. **Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB**. A Bidder that previously registered on the Website can login using the username and password that such Bidder previously established. It is the Bidder's responsibility to establish its username and password on the Website. In the event a Bidder forgets its username or password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten username and/or password.

   A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Property as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.

   In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity. **The credit card information provided as a part of the online registration process is used strictly for validation purposes. The Website does not automatically charge credit cards on file.**

For more information and assistance with the online registration process, please go to the Website.

2. Complete Bidder Registration Form: Bidders must complete and submit the Bidder Registration Form that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.

3. Provide Registration Deposit: A deposit in the amount of **$25,000.00** (the "**Registration Deposit**") must accompany a Bidder's Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Notwithstanding the prior sentence, if the Registration Deposit for the Property is greater than $49,999.99, a credit card cannot be used to provide the Registration Deposit. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." If a Registration Deposit will be paid by credit card, Bidders must also provide the requested credit card information under the portion of the Bidder Registration Form titled "Registration Deposit". The Registration Deposit cannot be made via the Website. All Registration Deposits paid by cashier's check or certified check will be deposited with the U.S. Treasury, in a non-interest bearing account, promptly following the Government's receipt of the same.

b) To complete the Bidder registration process, send the completed Bidder Registration Form, along with the Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1100
Boston, Massachusetts 02222
Attn: Lawanda Maryland

If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by fax at (617) 565-5720.

c) At such time that the Bidder completes the online registration process on the Website, GSA receives the fully completed Bidder Registration Form, and GSA verifies the Bidder's Registration Deposit is received and in satisfactory form, the Bidder will be allowed to participate in the Auction.

d) It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the Auction until the entire registration process is complete.

e) Registration may occur at any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder's registration will be completed prior to the announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.

f) In the event a party completes the Bidder registration process, but never places a Bid on the Website, such party will be entitled to a refund of its Registration Deposit.

BIDDING IN GENERAL

a) After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Property. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's username and password.

   The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check its bidding status by clicking on the "Bid History" section of the Website.

b) Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.

c) Bids must be submitted without contingencies.

d) The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures its default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity on the Website. Bids are immediately posted on the Website upon receipt. If a Bidder does not have the High Bid and the Auction has not closed, that Bidder can place another Bid. Bids cannot be lowered or canceled provided, however, that a Bidder can decrease the maximum amount of its proxy Bid to the extent and in the manner described in the Flat Bidding and Proxy Bidding; Increasing a Bid Online Section below.

If a Bid is not accurately shown on the Website, call GSA at 617-565-5700. Bidders are urged to pay close attention to the Website which will contain new, revised, and useful information regarding the High Bid, the Bid Increment and the closing date of the Auction. It is each Bidder's responsibility to monitor the Website for any updates to the Property and the IFB.

FLAT BIDDING AND PROXY BIDDING; INCREASING A BID ONLINE

a) The Website allows Bidders to place flat Bids or proxy Bids:

   1. A flat Bid is a Bid with an amount that is at least the then lowest amount that the Website will allow to be placed in order to participate in the Auction. This means that a flat Bid will be either: (i) an amount that is at least the starting amount of the Auction (if a Bidder is the first Bidder to place a Bid); or (ii) an amount that is at least the then current High Bid plus the Bid Increment. This amount will not increase unless such Bidder manually submits another Bid on the Website.

   2. Proxy bidding provides a Bidder with the ability to submit a Bid with a maximum amount that a Bidder is willing to pay for the Property, provided, however, that such maximum amount must be greater than the then current High Bid plus the Bid Increment. Note that such maximum amount does not need to be a numeric multiple of the Bid Increment, but must be a whole dollar amount. If a Bidder uses proxy bidding, the Website will automatically incrementally Bid on that Bidder's behalf to keep that Bidder's Bid as the then current High Bid until such maximum amount is reached. This means that, in certain instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The maximum amount that a Bidder includes in its proxy Bid is not disclosed to other Bidders.

b) If a Bidder selects to receive e-mail notifications during registration, the Website will provide notification to such Bidder if its Bid is no longer the then current High Bid. If a Bidder desires to submit another Bid, it can submit another flat Bid or reset its maximum Bid amount under its proxy Bid until such time that the Auction closes. The Registration Deposit will apply to all subsequently placed Bids.

c) When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Property will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Property even if the higher maximum amount does not exceed the lesser maximum

amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.

d) A Bidder may increase or decrease its maximum amount under its proxy Bid at any time provided, however, that a Bidder may not decrease its maximum amount below the then current High Bid plus Bid Increment. If a Bidder's Bid is the then current High Bid, increasing such Bidder's maximum amount under its proxy Bid will not increase such High Bid unless and until another Bid is placed.

e) **All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at <u>any time prior</u> to the close of the Auction.**

TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit a Bid or the inability of the Government to receive a Bid for whatever reason. Failure to receive a Bid may include, but is not limited to the following:

a) Receipt of a garbled or incomplete Bid.

b) Availability or condition of the sending or receiving electronic equipment.

c) Incompatibility between the sending and receiving equipment and software.

d) Malfunctioning of any network, computer hardware or software.

e) Delay in transmission or receipt of a Bid.

f) Failure of Bidder to properly identify the Bid.

g) Security of Bid data.

h) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.

i) Unavailability of GSA personnel.

If a Bid is not accurately shown or a Bidder cannot enter a Bid on the Website, call GSA at 617-565-5700 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

AUCTION CLOSE

a) <u>Posting of the Initially Anticipated Close of Auction</u>. The Government will post on the Website a date and time on which the auction is anticipated to close (the "**Initially Anticipated Close Date**"). Such posting will be made at least three business days prior to the Initially Anticipated Close Date. At the time of such posting, the time remaining prior to the Initially Anticipated Close Date will be shown on a "countdown clock" on the Website.

b) Inactivity Period and Closing of Auction. In order for the Auction to close, the High Bid must remain unchanged for twenty-four hours (the "**Inactivity Period**"). The Inactivity Period will be posted on the Bidding Details section of the Website for the Property, after the announcement of the Initially Anticipated Close Date. If a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. The "countdown clock" will adjust accordingly to show the time remaining prior to the new anticipated close of the Auction. Each time a new High Bid is placed during an Inactivity Period or such maximum amount under a proxy Bid is changed during an Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. If the High Bid remains unchanged for a full twenty-four hour Inactivity Period, the Auction will close.

Notwithstanding the foregoing, the Auction will not close if the Inactivity Period ends between: (i) 12:01 a.m. on Saturday through 11:59 p.m. on Sunday ("Weekend"); or (ii) 12:01 a.m. through 11:59 p.m. on any Federal Holiday ("Federal Holiday"). If the Inactivity Period ends on a Weekend or Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Federal Holidays are listed here. (https://www.opm.gov/faqs/QA.aspx?fid=e64d74ab-20a3-484c-8682-d2a2b46c22da&pid=c41e6beb-0c14-449d-bde5-355a3a3014cd). Examples are in the table below:

Bid made on:	***New closing time***	***New Inactivity Period***
9 pm on Friday	*9 pm on Monday*	*72 hours*
11:30 am on Saturday	*11:30 am on Monday*	*48 hours*
4:40 pm on Sunday	*4:40 pm on Monday*	*24 hours*

Bidders are responsible for monitoring the Website for the posting of the Initially Anticipated Close Date, the Inactivity Period, and any adjustments to the time and date of the anticipated close of the Auction.

CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) **30 calendar days** after the close of the Auction; or (b) the Bid is accepted or rejected by the Government**.** If the Government desires to accept any Bid after the expiration of such 30 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance. Notwithstanding the foregoing, the Bid of the Backup Bidder shall be deemed to be a continuing offer to purchase the Property for the period of time that the Government retains the Registration Deposit of the Backup Bidder, as further described in the "Backup Bidder" Section below.

GOVERNMENT'S RIGHT TO ACCEPT A BID

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that is most advantageous to the Government as determined by the Government in its sole and absolute discretion.

Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used.

BID EXECUTED ON BEHALF OF BIDDER

a) If the Bidder Registration Form is executed by an attorney or agent on behalf of the Bidder, it shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.

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

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

d) If the Bidder is a limited liability company, a Certificate of Corporate Bidder, included in this IFB, must be completed and executed by the manager of the limited liability company, and accompany the Bidder Registration Form.

NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or its duly authorized representative at the fax/phone number or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a Registration Deposit, as described in the Refund of Registration Deposits Section below.

The processing of a Registration Deposit by the Government shall not, in itself, constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Auction for any reason (or no reason) without accepting any Bid and, further, has the right to resume the Auction or start a new auction at any time. In the event of a temporary suspension of the Auction due to technical problems or other bidding issues, the Government will re-open bidding with the High Bid that was posted to the Website immediately prior to the occurrence of such problems or issues, and allow the Auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale of the Property and/or Auction at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

ADDITIONAL DEPOSIT AND TRANSACTION CLOSING

Within three (3) business days of acceptance of the Accepted Bid, the Purchaser agrees to deposit an additional amount (the "**Additional Deposit**") in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the Purchase Price. Failure to provide the Additional Deposit will result in a default and forfeiture of the Registration Deposit. At the time of closing, all monies paid by the Purchaser will be credited, without interest, towards the Purchase Price.

REFUND OF REGISTRATION DEPOSITS

a) Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by EFT. Bidders will be required to provide GSA with a TIN to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a SSN or an EIN. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only

for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

b) The Registration Deposit received from the Backup Bidder will be held in the manner described in the section immediately below. The Registration Deposit of the Bidder with the Accepted Bid will be held in accordance with the Agreement of Sale. All other Registration Deposits will be processed for refunds after the close of the Auction, or upon written request to withdraw from the Auction, unless the bidder is the first or second high bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

BACKUP BIDDER

The Government may elect to accept the Bid of the Backup Bidder if the Bidder of the originally Accepted Bid is unable to fully complete the transactions according to the terms and conditions of this IFB including, without limitation, if such Bidder fails to provide the Additional Deposit. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the Bidder of the originally Accepted Bid completes the transactions. If the Government elects to accept the Bid of the Backup Bidder, then the Backup Bidder becomes the Purchaser under the Agreement of Sale.

The Registration Deposit of the Backup Bidder will be returned in the event the Government does not elect to accept the Bid of the Backup Bidder. In the event that the Government is unable to complete the transaction with both the Bidder of the originally Accepted Bid and with the Backup Bidder, the Government reserves the right to consider the other remaining Bid(s) and accept any of the same if it is in the best interest of the Government, as determined by the Government in its sole discretion provided, however, that the Government will use the same evaluative factors described in the Government's Right to Accept a Bid Section above.

ADDITIONAL INFORMATION

GSA will make reasonable efforts to answer requests for additional information concerning the Property to facilitate preparation of Bids.

BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Property on the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory when made available on the Website

WAIVER OF INFORMALITIES OR IRREGULARITIES

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

BIDDER REGISTRATION FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Former Aviation Hangar
Bedford, Massachusetts
Sale/Lot Number: BOSTN118005001
REGISTRATION DEPOSIT: $25,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City:_____State:_____Zip: _____

Phone: (_____)_____Fax: (_)_____

_____ E-mail:_____@_____

_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) See Bid Executed on Behalf of Bidder Section of the Invitation for Bids for instructions:

□ An individual _____
□ A partnership consisting of _____
□ A limited liability partnership consisting of _____
□ A corporation, incorporated in the State of _____
□ A limited liability company _____
□ A trustee, acting for _____
□ Other _____

Registration Deposit (check one):

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

○ By Credit Card _ _ _ _ Exp: _____/___CSC/CVC _____

☐ Visa ☐ MasterCard
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder will be bound by any and all bids placed online at http://www.realestatesales.gov for the purchase of the property described in Invitation for Bids No BOSTN118005001 (the "IFB"). The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above-referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Attn: Lawanda Maryland
10 Causeway Street, Room 1100
Boston, MA 02222

FAX: (617)565-5720 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

Former Navy Aviation Hangar
Hartwell Road, Bedford, Massachusetts
Sale/Lot Number: BOSTN118005001

I,_____, certify that I am _____
(Secretary or Other Title) of the

corporation/organization named as the bidder in the Bidder Registration Form for Purchase of Government Property (the "Form"); that_____signed the Form
(Name of Authorized Representative)

on behalf of such bidder as the_____of said
(Official Title)

corporation/organization; that the Form was duly signed for and on behalf of said corporation/organization by authority of its governing body and is within the scope of its corporate/organization powers; and that any bid placed for the purchase of the property is authorized by said corporation/organization and within the scope of its corporate/organization powers.

_____
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable

ATTACHMENT A
NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY

Executive Summary & Charts
Environmental Condition of Property for
Southern Flight Test Area
Naval Weapons Industrial Reserve Plant
Bedford, MA

Prepared for Naval Facilities Engineering Command Mid-Atlantic
By: Resolution Consultants. Norfolk, VA
December 2017

EXECUTIVE SUMMARY

This Environmental Condition of Property (ECP) Report documents the current physical condition of real property at the Naval Weapons Industrial Reserve Plant (NWIRP) Bedford's Southern Flight Test Area (SFTA) in Middlesex County, Bedford, Massachusetts.

This ECP Report was prepared in response to the potential divestiture of the SFTA, which is a portion of NWIRP Bedford south of Hartwell Road/adjacent to Laurence G. Hanscom Field/Hanscom Air Force Base (Hanscom Field). The United States Department of the Navy (Navy) has declared NWIRP Bedford excess to its needs and has requested the General Services Administration divest the property.

The Navy issued an Environmental Baseline Survey (EBS) completed by Brown & Root Environmental (B&RE) in December 1997 for NWIRP Bedford which included the SFTA. The EBS examined whether current or past uses of hazardous substances or petroleum products at NWIRP Bedford were likely to have resulted in contamination of the property and whether there would be any associated impacts on property transfer. The EBS documented the physical and environmental conditions of NWIRP Bedford resulting from the past storage, use, and disposal of hazardous substances and petroleum products and their derivatives. The EBS was required so the Navy could meet its obligations for the transfer of real property under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 USC Section 9620(h)(1), as amended by the Community Environmental Response Facility Act (CERFA) of 1992, Public Law 102-426 and the Department of Defense (DoD) Authorization Act of 1997.

Though NWIRP Bedford's mission ended in December 2000, the Navy could not move forward with its plans to excess this facility at that time because the Navy was still conducting remedial actions. At present, the Navy remedial actions at the SFTA have been fully implemented and are operating as intended, therefore can move forward with excessing the SFTA. Therefore the Navy is currently working to transfer the SFTA property, which comprises approximately 16 acres in the southern portion of NWIRP Bedford. DOD policy requires that an ECP, previously known as an EBS, be prepared to identify any Recognized

Environmental Conditions before a DOD property can be sold, leased, transferred, or acquired.

The Navy has continued to conduct several environmental investigations and remedial actions (RAs) at NWIRP Bedford since the EBS was completed in 1997. Therefore, the purpose of this ECP report is to provide an updated assessment of the environmental conditions at the SFTA as a necessary step in the transfer process for that property. The Navy will prepare a separate ECP for the remaining portion of NWIRP Bedford when a property transfer or other action triggers such a need.

This ECP for the SFTA is based on a review of relevant historical and current environmental documents, interviews with knowledgeable personnel involved in the upkeep and restoration of the SFTA, and visual site inspection of current conditions conducted in June 2017. The past, current, and intended future use of the SFTA is for industrial purposes.

The ECP categorizes buildings/structures and property within the SFTA into seven standard "ECP Area Types" used for DoD real property at closing military installations with respect to the requirements of CERCLA Section 120(h), as amended by CERFA of 1992, and Section 331 of the National Defense Authorization Act. Areas classified as ECP Area Types 1 through 4, which encompass areas where all RAs necessary to protect human health and the environment have been taken, are considered to be suitable for deed transfer to a non-federal recipient, with respect to CERCLA Section 120(h) requirements. ECP Area Types 5 through 7 include areas where further investigation or further RAs are required. Land Use Controls (LUCs) established for the property will be carried forward through the property deed. The property recipient is also notified of environmental condition compliance issues through this ECP.

Although vacant since 2000, the SFTA currently has an aircraft hangar known as the Flight Test Facility (FTF) (Building 5), a Deluge Pumping Station (Building 6), a Fire Protection Reservoir (Building 10), and a Chemical Storage Shed (Building 15). Much of the property area is a paved, concrete apron with access to the taxiways and runways of the abutting airport to the south, Hanscom Field. Additional industrial buildings that were present east of the hangar were demolished in 1995. The northeastern portion of the SFTA is undeveloped (wooded).

The current structures at the SFTA (Buildings 5, 6, 10, and 15) require no further action under CERCLA or the Massachusetts Contingency Plan as there have been no significant releases of hazardous substances or petroleum products to the environment; however, reuse of these structures may require further survey or mitigation to ensure compliance with federal, state, and local regulations associated with asbestos-containing building materials (ACM), lead-based paint, and the disposition of fluorescent light ballasts which may contain polychlorinated biphenyls. Because the SFTA has been vacant since 2000, accumulated bird guano and mold is also present and requires mitigation prior to building reuse. The Navy has removed or abandoned-in-place the former above- and underground storage tanks at the SFTA, except for one aboveground storage tank by the FTF (currently empty, formerly containing fuel oil), and Building 10 which was a 250,000-gallon underground water reservoir used to support the fire suppression system.

The Navy's ongoing environmental restoration activities pertain to the presence of trichloroethene (TCE) in

bedrock groundwater in the southern portion of the SFTA. The TCE was first discovered in 1989 at a concentration of 230 micrograms per liter (µg/L) and in 1993 at a maximum concentration.

of 250 µg/L which has since attenuated to its current level (March 2017) of 31 µg/L. In March 2017, only three monitoring wells at the SFTA contained TCE above the cleanup goal (5 µg/L). In 2014, the Navy implemented a CERCLA RA which specified a monitored natural attenuation program for the residual TCE, along with LUCs and CERCLA five-year reviews to protect human health and the environment until cleanup goals are achieved. In March 2015 the U.S. EPA issued a Preliminary Closeout Report and in October 2015 the Navy issued an Operating Properly and Successfully (OPS) Demonstration report, which outlined the successful implementation of the selected RA for the SFTA.

In 2015, LUCs were established by the Navy for the SFTA which included restrictions on the use of groundwater, restrictions on residential redevelopment of the property, and restrictions on any action that would interfere with the implementation, effectiveness, integrity, operation, or maintenance of the required remedy components at the SFTA.

In December 2014, as part of an emerging contaminant investigation, the groundwater in one well (MW-25R) was identified with a perfluoroalkyl substances (PFAS) concentration (0.17 µg/L) that exceeds the Lifetime Health Advisory of 0.07 µg/L which was issued by the U.S.EPA in June 2016. The Navy will add PFAS to the monitoring program, will amend the LUC RD to identify the presence of PFAS, and once sufficient data has been collected, will evaluate whether additional remedial actions are required. In the meantime, the existing LUCs that prevent groundwater use are protective of human health and the environment.

The EBS indicated that portions of the SFTA were ECP Area Type 5 (all RAs not yet complete); however, as already mentioned, the Navy has completed further environmental investigations and RAs since that time, re-categorizing the SFTA land as Area Type 4. In other words, the results of this current ECP concur that the Navy has completed all the RAs needed to protect human health and the environment and is now categorized as Area Type 4. Areas classified as ECP Area Type 4, are considered to be suitable for deed transfer to a non-federal recipient, with respect to CERCLA Section 120(h) requirements.

However, during this current ECP, the Navy identified various environmental conditions that are present or potentially present within the FTF (Building 5) that the future property recipient should be aware of. The Navy identified areas of ACM, lead-based paint, leaded pipes, PCB-light ballasts, and bio-hazardous material (guano and black mold) that must be abated prior to the occupation of the building. These conditions do not affect the ECP classifications as these are not CERCLA releases. The Navy notes that all parties are aware of the environmental concerns and building abatement activities are planned by the Massachusetts Port Authority (future property recipients).

Based on available information at this time and for purposes of Section 106, the Navy has determined the facilities at the SFTA are eligible for inclusion in the National Register of Historical Places (NRHP) and are considered historic properties as contributing resources of a historic district. The Navy and Government Services Administration (GSA) have submitted documentation to the Massachusetts Historical Commission

(MHC) and have received a letter of concurrence from the MHC. The GSA will continue consultation with MHC in accordance with Section 106 of the National Historic Preservation Act (NHPA) to avoid or minimize effects to the historic properties.

In summary, as defined by ASTM Designation D5746, the SFTA parcel was found to be an ECP Area Type 1, 3 and 4 based on the documentation and information provided in this report; the appropriate LUCs and monitoring are in place at the SFTA.

Flight Test Facility (Building 5) — ECP Area Type 3

This assessment categorizes the FTF as ECP Area Type 3, which is *"an area or parcel of real property where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action."* As summarized in Table 7-1, the FTF has identified areas of ACM, LBP, and bio-hazardous material that have been observed and that require abatement prior to the occupation of the building. The transaction documents must disclose the presence of ACM, LBP, and bio-hazardous material at this site. However, these conditions do not affect the ECP classifications as these are not CERCLA releases. It is recommended that the transaction proceed since all parties are aware of the contamination and building abatement activities are planned by MassPort.

Table 7-1
Flight Test Facility (Building 5) Summary

Parameter	Activity	Comments
Hazardous substance storage	The Flight Test Facility (FTF) was a Small Quantity Generator until operations ceased in 2000. Stored chemicals included: solvents, paints, metal treating chemicals, and petroleum products. No chemical storage was observed during the 2017 visual site inspection (VSI).	The Environmental Baseline Survey (EBS) reported staining on the floors of the FTF. Subsequent testing has not identified impacts to the environment (e.g., soil, groundwater). No notification required.
Onsite waste disposal	None.	No notification required.
Petroleum storage	No petroleum storage was observed during the 2017 VSI.	No known releases from petroleum storage areas in the FTF.
Underground Storage Tanks (USTs)	No further action is required for former USTs associated with the FTF (USTs F-1, F-2, F-14, F-16, and F-18).	Soil and groundwater sampling identified no environmental issues associated with the former USTs.
Known Releases	Staining observed during the EBS on the floor of the FTF indicates possible releases of oil or hazardous materials.	Only minor staining was observed during the 2017 VSI; Soil and groundwater sampling identified no environmental concerns associated with the FTF.
Asbestos-Containing Material (ACM)	The 2017 VSI identified damaged ACM (floor tiles, pipe insulation, and cementitious pipe fittings) due to weathering and vandalism that has occurred since the facility was vacated in 2000.	Mitigation of exposed/damaged ACM may be required prior to building reuse.
Lead-Based Paint (LBP)	The 2017 VSI observed chipping and peeling paint on the building walls, ceilings, and spilled onto the FTF floor.	Mitigation of any damaged LBP may be required prior to building reuse.
Lead in Drinking Water	The water service was shut off to the FTF. The Phase I Environmental Site Assessment recommended that all water service lines and plumbing to be replaced.	The SFTA obtains water from the municipal system which meets drinking water standards; however, due to the age of the building, some of the plumbing may contain lead solder. Prior to putting water service lines in use, the water should be tested, and based on the results managed accordingly.

Table 7-1 Flight Test Facility (Building 5) Summary		
Parameter	**Activity**	**Comments**
Polychlorinated Biphenyls (PCBs)	By 1991, there were no PCBs in electrical transformers, capacitors, switches or machinery. This equipment had been tested and retro-filled if necessary when the facility was active.	Fluorescent light ballasts have not been tested for PCBs; however, when the facility was active, fluorescent light ballasts were presumptively treated and disposed of as PCB-containing. If fluorescent light ballasts remain, then proper disposal would be warranted.
Radon	Past sampling indicated that radon levels do not exceed U.S. EPA's guidance of 4.0 picocuries per liter.	No further action is required for radon.
Medical/bio-hazardous waste	The SFTA generated no medical or bio-hazardous wastes. Since the facility closed in 2000 bird droppings represent an accumulation bio-hazardous material.	Because the building has been vacant since 2000, the hangar bays have accumulated a large quantity of bird droppings, mold, and algae which could pose a health hazard if not cleaned up prior to building reuse.
Ordnance	Class C explosives were used in this area until the facility closed in 2000; no explosives were observed during the 2017 VSI.	No further action is required, although notification of past use of explosives is required in transfer documents.
Sanitary Wastewater	Wastewater was discharged to the Hanscom Field Sewer System under valid Massachusetts Water Resource Authority (MWRA) permit. No wastewater has been produced since the facility became vacant in 2000.	Any future discharges would be regulated under a MWRA permit.
Industrial Wastewater	The FTF is currently vacant with no known discharges since 2000.	Any future discharges would be regulated under a MWRA permit.

Chemical Storage Shed (Building 15) — ECP Area Type 1

Similar to the EBS, the updated ECP category for the Chemical Storage Shed is ECP Area Type 1, which is *"an area or parcel of real property where no release or disposal of hazardous substances or petroleum products or their derivatives has occurred (including no migration of these substances from adjacent properties)."* Table 7-2 documents past activities and the current status of the Chemical Storage Shed.

Table 7-2
Chemical Storage Shed (Building 15) Summary

Parameter	Activity	Comments
Hazardous substance storage	This shed was used to store virgin and waste chemicals when the Southern Fight Test Area (SFTA) was active. No storage of hazardous substances was observed during the 2017 visual site inspection (VSI).	No staining was observed in association with oil or hazardous material during the 2017 VSI.
Onsite waste disposal	None.	No notification required.
Underground Storage Tanks	None.	No notification required.
Known Releases	None. No staining observed.	No notification required.
Asbestos-Containing Material (ACM)	ACM are assumed to be not present based on the 1993 construction date of the shed.	No notification required.
Lead-Based Paint (LBP)	LBP is assumed to be not present based on the 1993 construction date of the shed.	No notification required.
Lead in Drinking Water	No drinking water taps are present in Building 15.	No notification required.
Polychlorinated Biphenyls (PCBs)	By 1991, there were no PCBs in electrical transformers, capacitors, switches or machinery.	Fluorescent light ballasts have not been tested for PCBs; however, when the facility was active, fluorescent light ballasts were presumptively treated and disposed of as PCB-containing. If fluorescent light ballasts remain, then proper disposal would be warranted.
Radon	Past sampling indicated that radon levels do not exceed U.S. EPA's guidance of 4.0 picocuries per liter.	No further action is required for radon.
Medical/bio-hazardous waste	None.	None believed to be present based upon the 2017 VSI.
Ordnance	No known prior use.	No notification required.
Sanitary Wastewater	No wastewater production.	No notification required.
Industrial Wastewater	No industrial wastewater production.	No notification required.

Deluge Pumping Station (Building 6) — Area Type 1

Similar to the EBS, the updated ECP category for the Deluge Pumping Station is ECP Area Type1, which is *"an area or parcel of real property where no release or disposal of hazardous substances or petroleum products or their derivatives has occurred (including no migration of these substances from adjacent properties)."* Table 7-3 documents past activities and the current status of the Deluge Pumping Station.

Table 7-3
Deluge Pumping Station (Building 6) Summary

Parameter	Activity	Comments
Hazardous substance storage	The building has been vacant since the facility closed in 2000. No hazardous substance storage was observed during the 2017 Environmental Condition of Property inspection, although the building interior could only be inspected through the windows.	No staining was observed associated with this oil or hazardous material during the 2017 visual site inspection (VSI).
Onsite waste disposal	None.	No notification required.
Underground Storage Tanks (USTs)	None.	No notification required.
Known Releases	None. No staining observed.	No notification required.
Asbestos-Containing Material (ACM)	ACM are assumed to be present based on the 1959 construction date.	Mitigation of any exposed/damaged ACM may be required prior to building reuse.
Lead-Based Paint (LBP)	LBP may be present based on the 1959 construction date.	Testing for, and mitigation of, any damaged LBP may be required prior to building reuse.
Lead in Drinking Water	No drinking water taps are believed to be present in Building 6.	No notification required.
Polychlorinated Biphenyls (PCBs)	No PCBs in electrical transformers, capacitors, switches or machinery. This equipment had been tested and retro-filled if necessary when the facility was active.	Fluorescent light ballasts have not been tested for PCBs; however, when the facility was active, fluorescent light ballasts were presumptively treated and disposed of as PCB-containing. If fluorescent light ballasts remain, then proper disposal would be warranted.
Radon	Past sampling indicated that radon levels do not exceed U.S. EPA's guidance of 4.0 picocuries per liter.	No further action is required for radon.
Medical/bio-hazardous waste	None.	No notification required.
Ordnance	None.	No notification required.
Sanitary Wastewater	Wastewater was discharged to the Hanscom Field Sewer System to under valid Massachusetts Water Resources Authority (MWRA) permit. No wastewater has been produced since the facility became vacant in 2000.	Any future discharges would be regulated under a MWRA permit.
Industrial Wastewater	The EBS reports that a valid MWRA permit is required for sewer use discharge. The pump house is currently vacant with no known discharges since 2000.	Any future discharges would be regulated under a MWRA permit.

Fire Protection Reservoir (Building 10) — ECP Area Type 1

Similar to the EBS, the updated ECP category for the Fire Protection Reservoir is ECP Area Type 1, which is *"an area or parcel of real property where no release or disposal of hazardous substances or petroleum products or their derivatives has occurred (including no migration of these substances from adjacent properties)."* Table 7-4 documents past activities and the current status of the Fire Protection Reservoir.

Table 7-4
Fire Protection Reservoir (Building 10) Summary

Parameter	Activity	Comments
Hazardous substance storage	None. Formerly used for water stored for firefighting.	No notification required. The Navy has no knowledge that aqueous film forming form was ever used at the Southern Flight Test Area (SFTA)
Onsite waste disposal	None.	No notification required.
Underground Storage Tanks	Formerly used for water stored for firefighting.	No notification required.
Known Releases	None.	No notification required.
Asbestos-Containing Material (ACM)	ACM may be present, based on the 1959 construction date.	Mitigation of exposed/damaged ACM may be required prior to reuse.
Lead-Based Paint (LBP)	Paint has not been tested for lead; however, LBP may be present, based on the 1959 construction date.	Testing for, and mitigation of, any damaged LBP may be required prior to reuse.
Lead in Drinking Water	No testing of tap water for lead has been conducted; however, no drinking water taps are believed to be present at Building 10.	No notification required.
Polychlorinated Biphenyls (PCBs)	By 1991, there were no PCBs in electrical transformers, capacitors, switches or machinery. This equipment was tested and retro-filled if necessary when the SFTA was active.	Fluorescent light ballasts have not been tested for PCBs; however, when the facility was active, fluorescent light ballasts were presumptively treated and disposed of as PCB-containing. If fluorescent light ballasts remain, then proper disposal would be warranted.
Radon	Past sampling indicated that radon levels do not exceed U.S. EPA's guidance of 4.0 picocuries per liter.	No further action is required for radon.
Medical/bio-hazardous waste	None.	No notification required.
Sanitary Wastewater	Wastewater was discharged to the Hanscom Field Sewer System C under valid Massachusetts Water Resources Authority (MWRA) permit. No wastewater has been produced since the facility became vacant in 2000.	Any future discharges would be regulated under a MWRA permit.
Industrial Wastewater	No industrial wastewater production.	No notification required.

Remaining Southern Flight Test Area Property (Land) — ECP Area Type 4

The updated ECP category for the remaining land at the SFTA is ECP Area Type 4, which is *"an area or parcel of real property where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, and all RAs necessary to protect human health and the environment have been taken."* Table 7-5 documents past activities and the current status of the SFTA.

Table 7-5
Remaining Southern Flight Test Area Property (Land)

Parameter	Activity	Comments
Hazardous substance storage	The Flight Test Facility (FTF) had used hazardous substances as part of the Southern Flight Test Area (SFTA). No chemical storage was observed during the 2017 visual site inspection (VSI).	Subsequent testing has not identified impacts to the environment (e.g., soil, groundwater). No notification required.
On-site waste disposal	None known. Site investigations identified no onsite waste disposal areas associated with the current or former buildings at the SFTA.	No notification required.
Underground Storage Tanks (USTs) /Aboveground Storage Tanks (ASTs)/ Petroleum storage	No further action is required for former USTs and ASTs at the SFTA (see Tables 5-1 and 5-2).	Soil and groundwater sampling identified no environmental issues associated with the former USTs or ASTs.
Known Releases	Elevated concentrations of trichloroethene are present in groundwater south of the Old Hangar, although an onsite source of the TCE has not been identified.	The Navy is addressing groundwater contamination at the SFTA in accordance with the approved Explanation of Significant Differences. Land use controls have been established and a Notice of Activity and Use Limitation is being prepared to protect human health until groundwater cleanup goals have been achieved. The U.S. EPA's Preliminary Closeout Report and the Navy's Operating Properly and Successfully Demonstration/Interim Remedial Action Completion Report certify that the remedial action is successfully functioning as intended.
	The groundwater in one well (MW-25R) was identified with a PFAS concentration that exceeds the Lifetime Health Advisory of 0.07 µg/L.	The Navy will add PFAS to the monitoring program and, once sufficient data has been collected, will evaluate whether additional remedial actions are required. In the meantime, the existing LUCs that prevent groundwater use are protective of human health and the environment.
Asbestos-Containing Material (ACM)	Several buildings east of the FTF likely contained ACM based on their age of construction. These buildings were demolished in 1995 and no ACM remain.	No notification required.
Lead-Based Paint (LBP)	Several buildings east of the FTF may have had LBPs, based on their age of construction. These buildings were demolished in 1995 and no LBP remains.	No notification required.
Lead in Drinking Water	No additional drinking water taps are present.	No notification required.
Polychlorinated Biphenyls (PCBs)	By 1991, there were no PCBs in electrical transformers, capacitors, switches or machinery. This equipment had been tested and retro-filled, if necessary, when the facility was active.	If fluorescent light ballasts remain, then proper disposal would be warranted. Remaining transformers or other electrical equipment should be tested prior to removal or re-use.

Table 7-5 Remaining Southern Flight Test Area Property (Land)		
Parameter	**Activity**	**Comments**
Radon	Past sampling indicated that radon levels do not exceed U.S. EPA's guidance of 4.0 picocuries per liter.	No further action is required for radon.
Medical/bio-hazardous waste	When it was active, the SFTA generated no medical or bio-hazardous wastes. The buildings east of the FTF were demolished in 1995 and the SFTA closed in 2000 and has remained vacant; thus, no medical or bio-hazardous wastes have been generated since that time.	No notification required.
Ordnance	The EBS reported that Class C explosives were used in this area (associated with hangar operations). Explosives had been removed by the time the facility closed in 2000 and no explosives were observed during the 2017 visual site inspection.	No further action is required, although notification of past use of explosives is required in transfer documents.
Sanitary Wastewater	Wastewater was discharged to the Hanscom Field Sewer System under valid Massachusetts Water Resources Authority (MWRA) permit. The buildings east of the FTF were demolished in 1995 and no wastewater has been produced since that time.	A former septic tank and drywell may still be present behind the former Lark Building; however, the Navy detected no significant contamination in soil or groundwater samples from this area and it was determined that No further action was needed (Tetra Tech January 2010).
Industrial Wastewater	Industrial wastewater was discharged to the sanitary sewer system under a valid MWRA permit. The buildings east of the FTF were demolished in 1995 and no industrial wastewater has been produced since that time.	No notification required.