

**Auction**  
**U.S. Government Property**

**STRATFORD SHOAL LIGHTHOUSE**  
**LONG ISLAND SOUND, FAIRFIELD COUNTY, CONNECTICUT**



**Online Auction**  
**Opening Date June 12, 2023**  
**IFB No. BOSTN-123-004-001**

## Auction Summary

Sale Type: Online Auction  
Start Date: Monday, June 12, 2023  
End Date: To Be Determined  
Starting Bid: \$10,000  
Registration Deposit: \$2,000  
Bid Increment: See Website

## Property Information and Auction Questions:

Giselle E. Rubiera, Realty Specialist  
Office of Real Property Utilization & Disposal  
New England Region  
(617) 565-5700  
Giselle.Rubiera@gsa.gov

## Send Bidder Registration Form and Registration Deposit via:

**Mail:** General Services Administration  
Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Suite 1100  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

**Email:** [realestate.sales@gsa.gov](mailto:realestate.sales@gsa.gov)

**GSA's Property Disposal Web Page:** <http://propertydisposal.gsa.gov>

## Online Auction

Go to [RealEstateSales.gov](http://RealEstateSales.gov) for the most up-to-date information on the sale of the Property.

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## PROPERTY DESCRIPTION

### ADDRESS:

The Stratford Shoal Middle Ground Lighthouse Station (“the Property”) marks a gravel shoal (Stratford Shoal) in the middle of Long Island Sound, midway between the New York and Connecticut coasts (41° 03’ 35” N 73° 06’ 05”W). The Property is located approximately 5 nautical miles from Old Field Point Light in East Setauket, New York; 5.5 nautical miles from Stamford, CT; and 5.28 nautical miles from Stratford Point, CT. The shoal is a little over a mile in diameter and nine feet below mean low water. The Property marks the southwest side of the entrance of the shipping channel known as Main Channel Way.

### DESCRIPTION:

Surrounded by a 0.01-acre horseshoe-shaped pile of riprap, the Property, constructed in 1877, consists of a grey granite, gable-roofed dwelling resting on a circular foundation of granite ashlar with a three-story, 35’ light tower projecting from the south façade. The dwelling includes a basement and two floors, and measures 28’ by 28’. It originally had a kitchen, living room, sitting room, supply room and five bedrooms. The Property was listed on the National Register of Historic Places in 1990 with the reference #89001477.

The interior of the lighthouse is in deteriorated condition due to deferred maintenance. Bidders are urged to inspect the Property. There is a concrete landing with an aluminum ladder (see pictures on page 25) for access to the Property by boat.

The Property has an active Aid To Navigation (ATON) that will remain the personal property of the US Coast Guard (USCG). The light has a 360-degree Arc of Visibility, and there is an active sound signal located on the Property that sounds every 25 seconds in inclement weather. The ATONs are solar-powered, active and automated. The USCG will retain certain rights, further described on page 14, over the Property to maintain, repair, replace and service the ATON.

A waiver of Liability will be required to inspect the Property. All bidders visiting the Property must be comfortable climbing the aluminum ladder.

### LEGAL DESCRIPTION:

Beginning at the approximate center point of the Stratford Shoal Lighthouse, said center point having a Latitude of 41° 03’ 35.388” N and a Longitude of 73° 06’ 04.73” W; thence running a seventy-five (75.00’) foot radius from said center point to complete an enclosed circle as shown on the above reference plan.

The Property is also shown and described on a plan titled: “Compilation Plan Prepared for: The State of Connecticut Department of Energy & Environmental Protection Land Of: The State of Connecticut “Stratford Shoal Lighthouse” Stratford, Connecticut Scale: 1” = 10’ October 30, 2017”, such plan being mapped and certified substantially correct by Brian D. Florek, DEEP Supervisor of Surveys and Mapping.

### UTILITIES & SERVICE PROVIDERS

**There are no utilities at the lighthouse.** 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.

### SUBMERGED LANDS LEASE REQUIREMENT

The Property is located on submerged lands. Pursuant to the provisions of the National Historic Lighthouse Preservation Act of 2000 (NHLPA) (54 USC §305101-305106) (formerly at 16 USC 470w-7), an amendment to the National Historic Preservation Act of 1966, no submerged land can be conveyed in the quitclaim deed for the Property.

Prior to the Government conveying title to the Property, the Purchaser is required to obtain a lease from the State of Connecticut to occupy the submerged lands. (See Section “Closing: Requirement for State of Connecticut Lease,

Tender of Payment and Delivery of Instrument of Conveyance” at page 10).

An example of a lease is attached to this IFB (Attachment A). The lease will have the following requirements regarding use and access of the property:

*“The Premises shall be only used for residential, park, recreational, educational, cultural, or historic preservation purposes and as the foundation for the lighthouse constructed thereon (the "Lighthouse") consistent with the goals and policies of Section 22a-92 of the Connecticut General Statutes and the stipulations herein, provided that any residential use will be contingent on securing written State and local approval of the any wastewater and sanitary disposal mechanism in accordance with local rules and historic systems and the historic degree of residential use. State approval may be withheld in the State’s sole and absolute discretion. No commercial uses will be permitted.”*

Please refer to the Connecticut Lease Template for additional terms and conditions. The State of Connecticut Department of Energy and Environmental Protection (CT DEEP) notes that it is a form lease **subject to modification**.

## **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.

Bidders are encouraged to contact the Town of Stratford, Town Plan and Zoning Department, for questions regarding any potential permits or zoning:

Assistant Planning Director  
Room 113 & 118  
Stratford Town Hall  
2725 Main Street  
Stratford, CT 06615  
Phone: (203) 385-4017

# GENERAL TERMS OF SALE

## DEFINITIONS

The terms described in paragraphs a) through aa) 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) BUSINESS DAY**

The term "business day" means all calendar days except Saturdays, Sundays, and public holidays pursuant to 5 U.S.C. § 6103 subsections (a) & (b)(1).

**l) 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.

**m) EIN**

The term "EIN" refers to an entity's Employer Identification Number.

**n) GOVERNMENT**

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

**o) GSA**

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

**p) 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".

**q) INACTIVITY PERIOD**

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

**r) 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.

**s) 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.

**t) PROPERTY**

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

**u) PURCHASE PRICE**

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

**v) PURCHASER**

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

**w) REGISTRATION DEPOSIT**

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

**x) SSN**

The term "SSN" refers to a Social Security Number.

**y) TIN**

The term "TIN" refers to a Tax Identification Number.

**z) 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.

**aa) WEBSITE**

The term "Website" refers to the GSA Auctions® website, [GSAAuctions.gov](http://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](http://RealEstateSales.gov).

**2. 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.

**3. INSPECTION**

The Property will be made available for inspection by **appointment only. REGISTERED BIDDERS ONLY ALLOWED. Waiver of Liability will be provided at the time of 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.

**4. 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.

**5. 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. Purchaser is relying solely and wholly on Purchaser's own examination of the Property, is fully satisfied with the Property, and accepts any liabilities or costs arising in connection with the condition of the Property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Property."

**6. 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.

**7. 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.

**8. 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 (without interest) previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

**9. 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 or other assessments. The Government is not aware of any past due taxes or payments in lieu of taxes which are owed by the Government for the Property.

**10. 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.

**11. GOVERNMENT LIABILITY**

If the Government 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.

**12. TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. 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. 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.

**13. 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.

**14. 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.

**15. CLOSING: REQUIREMENT FOR STATE OF CONNECTICUT LEASE, TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT CONVEYANCE**

After the auction closes and the Government accepts the High Bid, the Purchaser is required to obtain the State

of Connecticut's Lease (the "Lease") to occupy the submerged lands. The Government will not convey title to the Property until the Purchaser obtains the Lease. Within fifteen (15) business days of acceptance of the Accepted Bid, the Purchaser agrees to contact the State of Connecticut Department of Energy and Environmental Protection (CT DEEP) to initiate the process to obtain the Lease.

Within sixty (60) days of contact to the CT DEEP, the purchaser shall provide at least one draft proposal of use to the CT DEEP.

**Failure to initiate the process timely may result in a default and forfeiture of the Registration Deposit and Additional Deposit.**

#### **16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser must open an escrow account with an independent, unaffiliated escrow company ("Escrow Agent") to handle aspects of the closing including recording of deed, disposition of proceeds and any related matters. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. Prior to the closing, the Government will provide escrow instructions to the Escrow Agent.

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 acceptance of **the Submerged Land Lease Agreement**. Notwithstanding the prior sentence, 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 Escrow Agent 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 Escrow Agent and are to the satisfaction of the same, the Government will deliver to the Escrow Agent 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.

#### **17. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed, 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%). The Government reserves the right to impose additional terms and conditions on any such grant.

#### **18. 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  
Attn: Giselle E. Rubiera  
Office of Real Property Utilization and Disposal (1PZ)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Suite 1100  
Boston, Massachusetts 02222

**19. 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.

**20. COMPLIANCE WITH SECTION 889 PART B**

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- a. Huawei Technologies Company
- b. Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB, and the certification extends until closing of the transaction as specified herein.

**21. EXCLUDED PARTIES**

GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at [www.sam.gov](http://www.sam.gov) > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form. Accordingly, bidders are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

**22. 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**

Clauses pertaining to the following environmental matters will appear in the Deed to the Property.

**ENVIRONMENTAL CONSIDERATIONS.** Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that hazardous substances have been released or disposed of or stored for one year or more on the Property.

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

- (a) This covenant shall not apply: (a) in any case in which the Grantee, its successors or assigns, 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 successors or assigns, 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.
- (b) In the event the Grantee, its successors or assigns, seeks to have the Grantor conduct or pay for any additional response action, and as a condition precedent to the Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide the 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 successors or assigns, or any party in possession.

**Reservation of Right Access.** The Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include, drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### **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.

### **AIDS TO NAVIGATION (ATON)**

The Department of Homeland Security United States Coast Guard("USCG") is the Federal agency responsible for operating and maintaining any Federal aid to navigation("ATON") or associated equipment as that term is defined in 54 U.S.C. §305101.3. The Federal ATON located at the Property in operation as of this date include but are not limited to the optic, the fog signal, a solar array, and batteries, and shall remain the personal property of the USCG and shall continue to be operated and maintained by the USCG for as long as needed for navigational purposes at the Property.

The Grantee acknowledges and agrees that it is accepting title to the Property subject to the rights of the USCG, or its successor entity to install, operate, and maintain active ATON. In furtherance of its right to continue such function, the USCG hereby expressly reserves perpetual and assignable the following rights:

1. The unrestricted right of the United States to keep, locate, service, maintain, operate, install, repair and replace ATON and any and all associated equipment on the Property;
2. The unrestricted right to relocate or add any ATON and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes or in the service of any regional ATON;
3. A right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating and repairing and replacing the navigational aids and any and all associated equipment on the Property. The United States shall have the right to enter the Property at any time for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the United States or its successor entity, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began;
4. The right of the United States for the purpose of preserving and maintaining an Arc of Visibility of the beacon as follows: nothing will be constructed, maintained or permitted exceeding 40 feet on a plane emanating from the center of the Property 360 degrees or of a height sufficient to interfere with or obstruct the Arc of Visibility of said Property;
5. The right of the United States to utilize the fog signal horn at any time and in any manner it deems necessary;
6. The Grantee may not interfere with or allow interference in any manner with any navigational aids or associated equipment in use on the Property without express written permission from the USCG.

## **HISTORIC PRESERVATION COVENANTS**

The Property is listed on the National Register of Historic Places reference #89001477. The Grantee, in accepting the Deed, acknowledges and accepts the following conditions and 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 finished or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the Connecticut State Historic Preservation Officer ("SHPO") for consistency with The Secretary of the Interior's Standards for Treatment of Historic Properties.
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 instrument by which it divests itself of interest in the Property or by which it grants any interest in the Property.
7. The failure of the Secretary, the Administrator or 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 rights 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 Property is situated. All the covenants, conditions, restrictions, and obligations described are binding upon the Grantee and its heirs, successors, and assigns.

# **INSTRUCTIONS TO BIDDERS**

## **1. AUCTION START DATE**

The Auction opens on **Monday, June 12, 2023, at 12:12 PM CT (Central Time)**.

## **2. TYPE OF SALE**

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

## **3. 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.

## **4. STARTING BID**

The amount of the starting bid is **\$10,000**. 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.

## **5. BIDDER REGISTRATION AND DEPOSIT**

Bidder registration is a multi-step process set forth in the following paragraphs. 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 **\$2,000** (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. Check 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 card information under the portion of the Bidder Registration Form titled "Registration Deposit". The Registration Deposit cannot be made via the Website.
- 4) 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, Suite 1100  
Boston, MA 02222  
Attn: Lawanda Maryland
- 5) If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by email to [realestate.sales@gsa.gov](mailto:realestate.sales@gsa.gov).
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.

## 6. BIDDING IN GENERAL

- 1) 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.

- 2) 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.
- 3) Bids must be submitted without contingencies.
- 4) 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.

## 7. 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.

## 8. FLAT BIDDING AND PROXY BIDDING; INCREASING A BID ONLINE

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

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 Bid 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.

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.

- 2) 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. 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.
- 3) 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.
- 4) **All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at any time prior to the close of the Auction.**

## 9. 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:

- 1) Receipt of a garbled or incomplete Bid.
- 2) Availability or condition of the sending or receiving electronic equipment.
- 3) Incompatibility between the sending and receiving equipment and software.
- 4) Malfunctioning of any network, computer hardware or software.
- 5) Delay in transmission or receipt of a Bid.
- 6) Failure of Bidder to properly identify the Bid.
- 7) Security of Bid data.
- 8) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- 9) 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**

## 10. AUCTION CLOSE

- Posting of the Close of Auction. The Government will post on the Website the date and time on which the auction is anticipated to close (shown on the Website as “Close Time”). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as “Time Remaining”).
- Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the “Inactivity Period”) and is posted under the “Bidding Details” tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24-hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time 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 automatically extend for an additional 24-hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.
- Exceptions for Weekends and Holidays. **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 Holidays](#) (“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 Holidays.**
- 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.**

## 11. 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.

## 12. 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.

## 13. BID EXECUTED ON BEHALF OF BIDDER

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

#### **14. 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 constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

#### **15. 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.

#### **16. 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.

#### **17. REFUND OF REGISTRATION DEPOSITS**

- 1) Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits provided by credit card will be credited to the same account number provided. Refunds will usually be processed within three business days.
- 2) 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.

#### **18. 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.

#### **19. ADDITIONAL INFORMATION**

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

#### **20. 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.

#### **21. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**Stratford Shoal Lighthouse**  
**IFB #: BOSTN-123-004-001**  
**REGISTRATION DEPOSIT: \$2,000**

**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: Instructions to Bidders, Bid Executed on Behalf of Bidder for instructions:

- An individual \_\_\_\_\_
- A partnership consisting of \_\_\_\_\_
- A trustee, acting for \_\_\_\_\_
- THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE:*
- A limited liability partnership consisting of \_\_\_\_\_
- A corporation, incorporated in the State of \_\_\_\_\_
- A limited liability company \_\_\_\_\_
- Other \_\_\_\_\_

**Registration Deposit (check one):**

- By certified or cashier's check made payable to the **U.S. General Services Administration**
- By Credit/Debit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_
  - Visa  MasterCard  Debit
  - Discover  American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within THIRTY (30) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. BOSTN-123-004-001 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit 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 is not the Purchaser, the Registration Deposits will only be refunded 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 to register a bidder for the sale of Government property.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Send Registration Form with Registration Deposit Attn: Lawanda Maryland to: \_\_\_\_\_ EMAIL: [Realestate.sales@gsa.gov](mailto:Realestate.sales@gsa.gov)  
U.S. General Services Administration  
Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Suite 1100, Boston MA 02222

**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**  
**STRATFORD SHOAL LIGHTHOUSE**  
**LONG ISLAND SOUND, FAIRFIELD COUNTY,**  
**CONNECTICUT**  
**IFB No. BOSTN-123-004-001**

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 Authorized Representative

\_\_\_\_\_  
Date



STRATFORD SHOAL LIGHTHOUSE PICTURES  
IFB No. BOSTN-123-004-001

