GSA Office of Real Property Utilization and Disposal

Sealed Bid Sale
U.S. Government Property

Former Ely Service Center Site
Ely, Minnesota

Sealed Bid Sale
IFB No. CHICA115012001

INVITATION FOR BIDS - SEALED BID SALE

AUCTION SUMMARY

Sale Type:	Sealed Bid Sale
Bid Opening Date and Time:	MONDAY, June 1, 2015 at 1:00 PM (EST)
Minimum Bid:	$150,000.00
Bid Deposit:	10% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration.
Terms:	All cash, as is. Balance due within thirty (30) days after Bid Acceptance.

Any and all bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including without limitation, the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; and Bid Form for Purchase of Government Property.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

SALES INFORMATION:

Richard Balsano
Phone: (312)353-0302
Email: richard.balsano@gsa.gov

SUBMIT SEALED BIDS TO:

U.S. General Services Administration
PBS c/o Courtney Marenna
T. P. O'Neill Federal Building, Room 1110
10 Causeway Street
Boston, MA 02222

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PROPERTY DESCRIPTION

1. GENERAL DESCRIPTION

The ±2.74-acre property is located at 525 South Central Avenue in Ely, Minnesota, and contains one (1) residential building, and eleven (11) warehouse / storage / garage buildings. The improvements are further described as follows:

Ely Radio Shed (communication system shed); 120 Square Feet
10' x 12' insulated and heated shed building with baseboard electric heat. Wood frame-wood siding construction, concrete slab floor, asphalt shingle roof.

Ely Carpenter Shop (service shop); 5,025 Square Feet
Masonry block wall single story construction, concrete slab floor, low pitch asphalt shingle roof. 2,087 SF of heated space with fuel oil furnace-forced air heating system.

Ely Volunteer Quarters (bunkhouse); 2,160 Square Feet
Two story, wood frame-wood siding construction with a stone masonry unfinished basement. Asphalt shingle gabled roof. 1,440 SF of heated finished space with fuel oil furnace-forced air heating system.

Ely BWCA Operations (warehouse); 2,940 Square Feet
One story, wood frame, wood sided construction with wood stove heat system. Asphalt shingle gabled roof with concrete floor slab.

Ely District Garage (garage storage); 7,680 Square Feet
32' x 120', single story wood frame-wood siding construction vehicle garage with storage area above garage bays. Concrete slab floor. 12 bays total with 2 insulated bays heated with propane fired unit heater. Asphalt shingle gabled roof.

Ely Warehouse #2 (warehouse); 1,500 Square Feet
24.5' x 61', single story wood frame-wood siding construction. Concrete slab floor. Asphalt shingle gabled roof.

Ely Engineering Garage (garage storage); 3,960 Square Feet
Single story wood frame-wood siding construction vehicle garage with attached heated water quality lab and storage area above lab and 3 garage bays. Concrete slab floor and asphalt shingled gabled roof. Fuel oil furnace-forced air heating system in water lab.

Ely Flammable Storage Shed (flammable storage); 288 Square Feet
24' x 12' fiberglass walled shed with concrete floor slab and metal low pitched roof.

Ely Oil House (flammable storage); 200 Square Feet
20’ x 10’ Wood frame-wood siding construction. Concrete slab floor and asphalt shingle gabled roof.

Law Enforcement Storage Shed (storage shed); 20 Square Feet
4’ x 5’ wood frame-wood siding construction. Concrete slab floor. Asphalt shingled gabled roof.

Timber Paint Storage Shed (flammable storage); 144 Square Feet
12’ x 12’ wood frame-wood siding construction. Concrete slab floor. Asphalt shingled gabled roof.

Hazardous Waste Storage Shed (chemical storage); 182 Square Feet
12.5’ x 14.5’ wood frame-wood siding construction. Concrete slab floor. Asphalt shingled gabled roof.

2. LEGAL DESCRIPTION
See “Attachment A.”

3. SITE PLAN
See “Attachment B.”

4. EASEMENTS, ENCROACHMENTS AND RESERVATIONS
The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above, any state of facts that would be disclosed by a physical examination of the property; any state of facts that an accurate and adequate survey of the property would disclose; and any and all other matters of record.

5. ELY PIONEER CEMETARY DEED LANGUAGE
The following language will be incorporated into the final deed of conveyance for the subject property:

The area within the Cemetery Boundary depicted on Attachment C contains a cemetery as defined by MINN. STAT. 307.08(13)(g), specifically, a portion of the original pioneer cemetery of Ely, identified by the State of Minnesota as “21-SL-0548, Rova's Cemetery.” Prior to any disturbance within the Cemetery Boundary, the property owner must contact the State Archaeologist for cemetery authentication and construction/development plan review pursuant to MINN. STAT. 307.08. Descendants of persons buried in the cemetery shall be granted the right of entry in a manner that does not unreasonably burden the property owner or unnecessarily restrict the property owner’s use of the property.

6. UTILITIES & SERVICE PROVIDERS

Public sewer, water, electric, gas, and telephone are available at the property. Transfer of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the local utility providers for information on the availability of utilities.

GENERAL TERMS OF SALE

1. DEFINITIONS

The terms described in paragraphs a) through w) 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) **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.

c) **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.

d) **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.

e) **BIDDER(S)**

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

f) **BID DEPOSIT**

The term "Bid Deposit" is defined in the Bid Deposit Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

g) **BID ENVELOPES**

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) **BID FORM AND BIDDER INFORMATION DOCUMENT**

The term “Bid Form and Bidder Information Document” refers to the form titled “Bid Form for the Purchase of Government Property”

i) **BID OPENING DATE**

The “Bid Opening Date” as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) **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.

k) **EIN**

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

l) **GOVERNMENT**

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

m) **GSA/USFS**

The term “GSA” refers to the United States General Services Administration, and the term “USFS” refers to the United States Forest Service, both of which are federal agencies.

n) **HIGH BID**

The term “High Bid” refers to the Bid offering the highest amount of money.

o) **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; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid 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 Bid Opening Date, those addenda and amendments shall be part of the IFB.

p) **PLACE OF BID OPENING**

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

q) **PROPERTY**

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

r) **PURCHASE PRICE**

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

s) **PURCHASER**

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

t) **SSN**

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

u) **TIN**

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

v) **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.

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

There will be opportunities for scheduled inspection dates with GSA and/or USFS personnel. 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 Bid Opening Date.

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 Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. 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.

6. 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.

7. 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 Bid

Opening Date. 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.

8. 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 which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a Bid prior to acceptance of a 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.

10. 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.

11. TITLE EVIDENCE

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

12. 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.

13. 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.

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. 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 **thirty (30)** 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.

16. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY

Any change to the established closing date is subject to 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 either: (i) a liquidated damages assessment of $50.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, 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 based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. 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 and the USFS, within five (5) business days after recording, at the following addresses:

U.S. General Services Administration
Office of Real Property Utilization and Disposal - Chicago Operations Branch (1PZC)
230 S. Dearborn Street, Suite 3774
Chicago, Illinois 60604
Attn: Richard Balsano

United States Forest Service
500 Hanson Lake Road
Rhinelander, WI 54501
Attn: Chris Micheletti

18. 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.

19. 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.

INSTRUCTIONS TO BIDDERS FOR SEALED BID

1. BID FORM AND BIDDER INFORMATION DOCUMENT

(a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by the Bid deposit (described in Section 2 below). The Official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) before **1:00pm EST** on **MONDAY, June 1, 2015** (the "Bid Opening Date"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

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

(c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

(d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

(e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

2. BID DEPOSIT

Each Bid must be accompanied by a Bid deposit of 10% of the Bid amount in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration. Such Bid deposit must be in the form of the United States Currency, United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Money order and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** The Bidder, at its option, may be named as an alternative payee. This will enable Bidders whose Bids are rejected to negotiate the instrument once it is returned. Failure to so provide the Bid deposit shall require rejection of the Bid.

Upon acceptance of a Bid, the Bid deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.

For Bids that are rejected, Bid deposits accompanying the rejected Bids will be returned to Bidders, without interest, **within five (5) working days** after rejection of the Bids.

3. BID ENVELOPES
Envelopes containing Bids must be sealed and addressed to:

U.S. General Services Administration
PBS c/o Courtney Marenna
T. P. O'Neill Federal Building, Room 1110
10 Causeway Street
Boston, MA 02222

The above-listed address is referred to in this IFB as the "**Place of Bid Opening**".

The name and address of the Bidder must be shown in the upper left corner of the Bid envelope. On the lower left corner of the Bid envelope it must state:

Invitation for Bids number: CHICA115012001
Bid Opening Date: MONDAY June 1, 2015
Time: 1:00pm EST

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 1:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and FedEx.

4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS
(a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to a an IFB requiring receipt of Bids by the 20th of the month must have been mailed by the 15th); or

2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or

3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than

5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

(c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service, Certified Mail® Service or Global courier delivery service (I.e. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail® Overnight Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

5. BID EXECUTED ON BEHALF OF BIDDER

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

(a) **CORPORATION**. If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly

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

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

(c) **LIMITED LIABILITY CORPORATION (LLC)**. If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

6. REQUEST FOR INFORMATION

Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division – Chicago Operations Branch, 230 S. Dearborn Street, Suite 3774, Chicago, IL 60604, GSA will provide additional copies of this IFB and will answer requests for additional available information concerning the Property to facilitate preparation of Bids.

7. BIDS TO BE OPENED AT SPECIFIED TIME

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 4 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

8. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

9. 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 Bid Opening Date; 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.

10. GOVERNMENT'S RIGHT TO ACCEPT A BID

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, 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. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.

11. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid deposit, as described in the Section 2. Bid Deposit Section above. The Government reserves the right to reject any and all Bids received or portions thereof.

NOTICES AND COVENANTS

1. ENVIRONMENTAL COVENANTS

The Quitclaim Deed by which this property shall be conveyed will include the following language, which the Purchaser hereby agrees to accept and abide by:

A. <u>NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY</u>

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, **THE UNITED STATES** gives notice of hazardous substance activity at the subject property by providing **THE GRANTEE** with the following reports:

(1) Lead Based Paint Inspection and Risk Assessment Ely Service Center – Volunteer Quarters; Property Address: 525 South Central Avenue, Ely, Minnesota; prepared by Arrowhead Consulting & Testing, Inc.; the original report and update to the original report dated October 15, 2007 and September 11, 2009 respectively.

(2) Phase I Environmental Site Assessment Ely Service Center; Property Address: 525 South Central Avenue, Ely, Minnesota; prepared by Arrowhead Consulting & Testing, Inc.; this report dated October 17, 2007.

<u>CERCLA COVENANT</u>

Pursuant to Section 120(h)(3)(A)(ii) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES** warrants that:

(1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of this conveyance; and

(2) 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 the conveyance shall be taken. This covenant shall not apply:

(a) in any case in which **THE GRANTEE**, its heir(s), successor(s), and assign(s), or any successor in interest to the property or part thereof is a Potentially Responsible Party 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 a failure to act of **THE**

GRANTEE, its heir(s), successor(s), and 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 Grantee as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **THE UNITED STATES** conduct or pay for any additional response action, and, as a condition precedent to **THE UNITED STATES** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **THE UNITED STATES** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and 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 heir(s), successor(s) or assign(s), or any party in possession.

CERCLA SECTION 120(h)(3)(A)(iii) ACCESS CLAUSE

THE UNITED STATES reserves a right of access to all portions of the Property for environmental investigation, remediation, removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **THE UNITED STATES**. These rights shall be exercisable in any case in which a remedial action, removal 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, removal action, or corrective action on adjoining property. Pursuant to this reservation, **THE UNITED STATES**, 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 corrective, 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 or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

B. FSFREA DISCLOSURES AND WRITTEN ASSURANCES

Pursuant to Section 504(d)(3)(A) of the Forest Service Facility Realignment and Enhancement Act of 2005 (FSFREA), **THE UNITED STATES** gives notice of the presence of lead-based paint and asbestos-containing building material on the property by providing **THE GRANTEE** with the following reports:

(1) Lead Based Paint Inspection and Risk Assessment Ely Service Center – Volunteer Quarters; Property Address: 525 South Central Avenue, Ely, Minnesota; prepared by Arrowhead Consulting & Testing, Inc.; the original report and update to the original report dated October 15, 2007 and September 11, 2009 respectively.

(2) Phase I Environmental Site Assessment Ely Service Center; Property Address: 525 South Central Avenue, Ely, Minnesota; prepared by Arrowhead Consulting & Testing, Inc.; this report dated October 17, 2007.

THE GRANTEE hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, or disposal of lead-based paint or asbestos-containing building material associated with structures on the property, or the renovation or demolition of existing structures with lead-based paint or asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

C. THE GRANTEE, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless **THE UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against **THE UNITED STATES** after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws; (a)with respect to any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend and hold harmless **THE UNITED STATES** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by **THE UNITED STATES** in a court of competent jurisdiction.

2. PROTECTION OF NAVIGABLE AIRSPACE

Based upon coordination between the General Services Administration and the Federal Aviation Administration (the "FAA") as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that the Ely Municipal Airport is located within six nautical miles of the Property. To the extent required by law, the Grantee, its successors and assigns must comply with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," or the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.

3. ELY PIONEER CEMETARY DEED LANGUAGE

The following language will be incorporated into the final deed of conveyance for the subject property:

The area within the Cemetery Boundary depicted on Attachment C contains a cemetery as defined by MINN. STAT. 307.08(13)(g), specifically, a portion of the original pioneer cemetery of Ely, identified by the State of Minnesota as “21-SL-0548, Rova's Cemetery.” Prior to any disturbance within the Cemetery Boundary, the property owner must contact the State Archaeologist for cemetery authentication and construction/development plan review pursuant to MINN. STAT. 307.08. Descendants of persons buried in the cemetery shall be granted the right of entry in a manner that does not unreasonably burden the property owner or unnecessarily restrict the property owner’s use of the property.

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

Former Ely Service Center
Sealed Bid Auction
IFB#: CHICA115012001

TO: GENERAL SERVICES ADMINISTRATION
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION–CHICAGO OPERATIONS BRANCH (1PZC)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Notices and Covenants; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees; if this Bid be accepted within **30 calendar days** after date of Bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which Bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT

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

_____

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

_____ An individual

_____ A partnership consisting of_____

_____ A limited liability partnership consisting of _____

_____ A corporation, incorporated in the State of _____

_____ A limited liability company (LLC) registered with the state of_____

_____ A trustee, acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

_____
Name

_____
Street

_____
City State Zip Code

_____
Telephone Number Email Address

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: _____

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

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property
see Paragraph 5 on page 17-18, "Bid Executed On Behalf Of Bidder" for instructions)

Former Ely Service Center
Sealed Bid Auction
IFB#: CHICA115012001

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

of the Corporation/Organization named as Bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then

_____ of said Corporation/Organization; that said Bid was

(Official Title)

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.

_____
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

ATTACHMENT A

USDA - Forest Service FS-5400-41 (Rev. 12/2006)

Ely Service Center Conveyance, Tract 4549
Legal Descriptions

The legal descriptions below are copied as they were written in each acquisition document. They are in chronological order by acquisition date (bold type is for clarification purposes only):

Ely Warehouse (01/19/1933): Lots One (1), Two (2), Three (3) and Four (4), Block Seven (7), of Fortier's Addition to Ely, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said St. Louis County. **0.29± acres**

Tract V-125 (06/23/1942): Township 63 North, Range 12 West of the 4th P.M. Section 33. That part of the SW1/4 of the NE1/4 described as follows: Commencing at the Southeast corner of said tract of land, thence North 2 degrees West along the Easterly line of said tract 33.02 feet to the point of beginning; thence Northerly along the Easterly line of said tract of land 126.59 feet; thence due West 116.2 feet; thence due South 126.5 feet; thence due East 120.0 feet to point of beginning, containing 0.34 acres.

Tract 3540 (03/17/1948): TOWNSHIP SIXTY-THREE (63) NORTH, RANGE TWELVE (12) WEST OF THE FOURTH (4TH) P.M. SECTION THIRTY-THREE (33).

A parcel of land in the East Half (E1/2) of said Section 33, described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Southeast quarter (NE1/4SE1/4) of said Section 33, which corner is also a point on the east and west quarter section line approximately 1323.62 feet westerly from the quarter section corner common to Sections33 and 34, Township 63 North, Range 12 West; thence in a westerly direction along the quarter section line a distance of 110.91 feet to the point of beginning; thence due south a distance of 48.52 feet; thence due west a distance of 400 feet; thence due north a distance of 34.43 feet; thence in an easterly direction along the quarter section line a distance of 400.25 feet to the point of beginning. Said parcel contains thirty-eight one hundredths (0.38) of an acre, more or less.

Tracts V-125a & V-125b (Parcels 1 & 2) (09/03/1948): V-125a: That part of the Southwest quarter of the Northeast quarter of Section 33, Township 63 North, Range 12 West of the 4th Principal Meridian, in St. Louis County, Minnesota, described as follows: Commencing at the Southeast corner of the SW1/4 of the NE1/4 thence North 11°56' East 47.61 feet to an iron pin established as a city monument, thence North 2°11' West 33.02 feet, thence due west 120 feet to the point of beginning, being the southwest corner of land owned by the United States, thence due north along the west boundary of land owned by the United States 126.5 feet, thence due west 125 feet, thence due south 126.5 feet, thence due east 125 feet to point of beginning, containing 0.36 of an acre, more or less.

V-125b: Two parcels of land in the East Half (E1/2) of Section 33, Township 63 North, Range 12 West, of the 4th Principal Meridian, in St. Louis County, Minnesota, described as follows:

Parcel 1: Commencing at a point on the east and west quarter section line of Section 33, Township 63 North, Range 12 West, 1834.78 feet westerly from the quarter section corner common to Sections 33 and 34, Township 63 North, Range 12 West, thence due north 98.57 feet to the point of beginning, thence due north126.5 feet, thence due east 275 feet to the northwest corner of tract V-125a described above, thence due south along the west boundary of tract V-125a 126.5 feet to the southwest corner of said tract, thence due west 275 feet to the point of beginning, containing 0.8 of an acre, more or less.

Parcel 2: Commencing at the southeast corner of the SW1/4 of the NE1/4 of Section 33, Township 63 North, Range 12 West, which corner is also a point on the east and west quarter section line, 1323.62 feet westerly from the quarter section corner common to Section 33 and 34, Township 63 North, Range 12 West, thence in a westerly direction along the quarter section line 110.91 feet to the point of beginning, thence due north 18.48 feet, thence due west 400 feet, thence due south 32.57 feet, thence in an easterly direction along the quarter section line 400.25 feet to the point of beginning, containing 0.23 of an acre, more or less.

Total acreage of Tract No. V-125b is 1.03 acres, more or less.

Tract 3539 (04/01/1949): Outlot 1A, gained by corrected subdivision, lying in the SE1/4 of NE1/4 of Section 33, Township 63 North, Range 12 West and contained in Fortier's Plat of the NE1/4 of SE1/4, Section 33, Township 63 North, Range 12 West, and

Outlot 1 of Fortier's Plat of NE1/4 of SE1/4, Section 33, Township 63 North, Range 12 West.

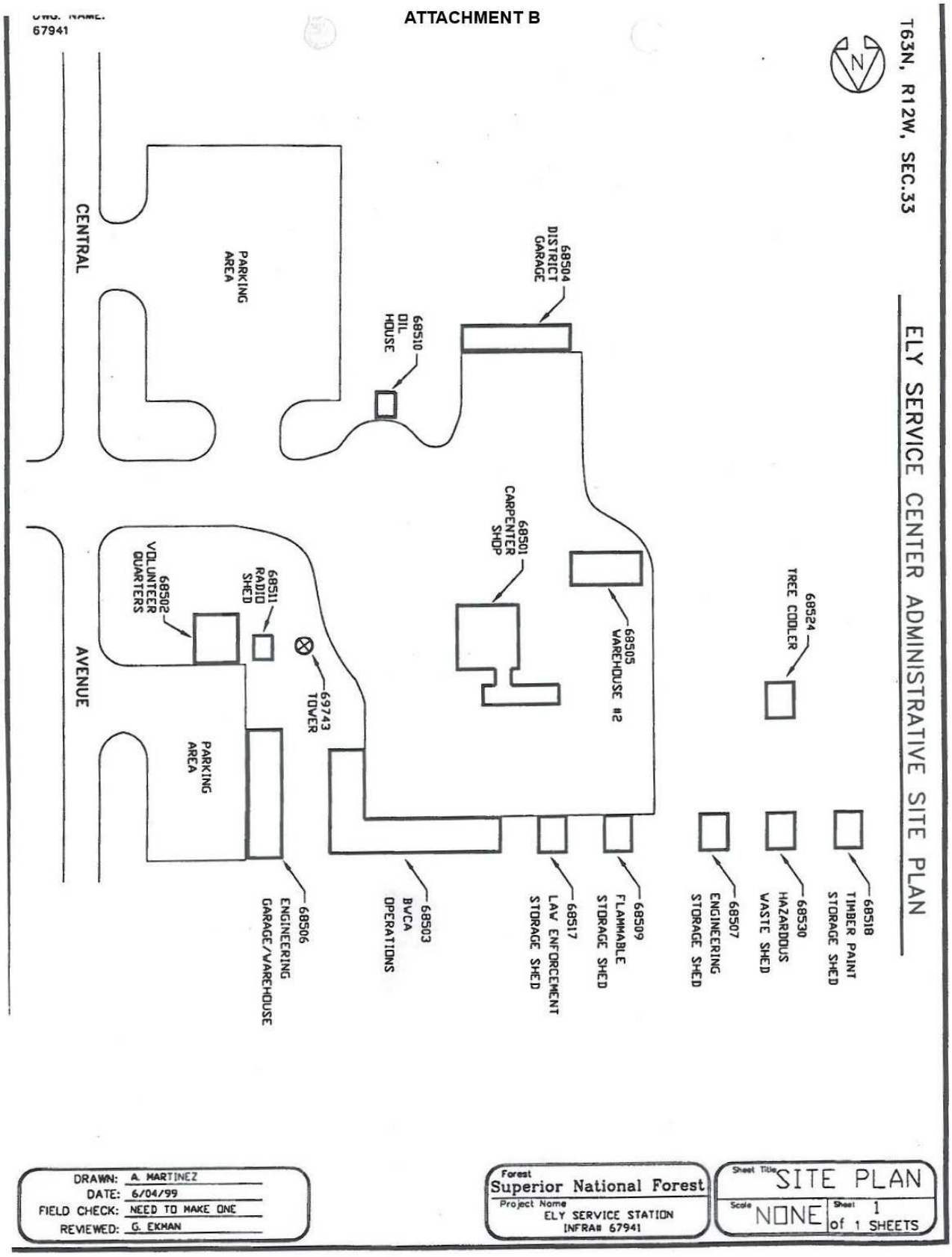
Said parcels contain 0.30 acre, more or less.

Tract V-125c (12/02/1953): A parcel of land in the SW1/4 of the NE1/4 of Section 33, Township 63 North, Range 12 West of the Fourth P.M., more particularly described as follows:

Commencing at the southeast corner of the SW1/4 of the NE1/4 of said Section 33, which corner is also a point on the east and west quarter section line approximately 1323.62 feet westerly from the quarter section corner common to Sections 33 and 34, Township 63 North, Range 12 West; thence in a westerly direction along the quarter section line a distance of 110.91 feet; thence due north a distance of 18.48 feet; thence due east a distance of 113.2 feet to the northwest corner of Outlot 1A, gained by corrected sub-division, lying in the SE1/4 of NE1/4 of Section 33, Township 63 North, Range 12 West and contained in Fortier's Plat of the NE1/4 of the SE1/4, Section 33, Township 63 North, Range 12 West; thence south 12 degrees west along the west boundary of said Outlot 1A a distance of 13.88 feet to the point of beginning. Said parcel contains four one hundredths (0.04) of an acre, more or less.

Total acreage is 2.74 ± acres.

ATTACHMENT B



ATTACHMENT C

ATTACHMENT C

Ely Pioneer Cemetery Deed Language

To be included in Ely Service Center Conveyance Deed

The area within the Cemetery Boundary depicted on Attachment C contains a cemetery as defined by MINN. STAT. 307.08(13)(g), specifically, a portion of the original pioneer cemetery of Ely, identified by the State of Minnesota as “21-SL-0548, Rova's Cemetery.” Prior to any disturbance within the Cemetery Boundary, the property owner must contact the State Archaeologist for cemetery authentication and construction/development plan review pursuant to MINN. STAT. 307.08. Descendants of persons buried in the cemetery shall be granted the right of entry in a manner that does not unreasonably burden the property owner or unnecessarily restrict the property owner’s use of the property.