IMPORTANT NOTICE

• Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.

• GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

• Bids must be made on the bid forms contained in this IFB.

• All bids must include a bid deposit as described in the Instructions to Bidders.

• The information below must appear in the lower-left hand corner of the bid envelope.

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See the property on the Internet at https://disposal.gsa.gov/s/
U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
1155 FOOTE DRIVE, IDAHO FALLS, ID
IFB Number FASTA-R-2021
GSA Control No. 9-B-ID-0593-AA
Issued on 1/3/2021

The Property is located at 1155 Foote Drive, Idaho Falls, ID 83402. The property is located near Sawtelle Street and Foote Drive west of the I-15 and the Snake River. The property consists of 4.66 acres, more or less, together with an approximately 37,844 square foot single-story building and paved parking lot.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Property Description portion thereon; and (1) the Terms of Sale; (2) the Instructions to Bidders; (3) the Notices and Covenants; and (4) the provisions of Bid Form, all of which are incorporated into this Invitation for Bids and by this reference made a part thereof.

Sealed Bids, in duplicate, for the purchase of the Government property described in the Property Description portion of this Invitation for Bids will be received until 2:30 P.M on February 15, 2022., local time at place of bid opening, at the General Services Administration, Real Property Utilization and Disposal Division (7PZ), 819 Taylor Street, Room 11A02, Fort Worth, TX 76102.

Auction Summary

Sale Type: Sealed-Bid Sale
Date of Bid Opening: February 15, 2022
Time of Bid Opening: 2:30 p.m. CST
Bid Deposit: 10%
Reserve: $3,000,000.00

Send Bid Form and Registration Deposit to:
U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Rm 11A30
Fort Worth, TX 76102
Attn: Joe Potter

Sales Information & Assistance
Joe Potter, Realty Specialist
Phone: (817) 978-4240
e-mail: joseph.potter@gsa.gov

Property Disposal Web Page
https://propertydisposal.gsa.gov

Inspection Opportunities:
The Property will be open for inspection on the dates posted online at RealEstateSales.gov..

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING
The Property is located at 1155 Foote Drive, Idaho Falls, ID 83402. The property is located near Sawtelle Street and Foote Drive west of the I-15 and the Snake River.

2. SALE PARCEL DESCRIPTION
The property consists of 4.66 acres, more or less, together with an approximately 37,844 square foot single-story building and paved parking lot.

3. LEGAL DESCRIPTION
Beginning at a point that is N 0° 03’ 37” W 1305.49 feet along the Section line to the NW Corner of Airport Industrial Park Division Number 4 to the City of Idaho Falls, and S 89° 25’ 46” E 466.87 feet along the North line of said Addition, and S 1° 54’ 23” W 719.81 feet along the East line of said Addition and S 89° 58’ 04” E 180.22 feet from the West 1/4 corner of Section 13, T2N, R37 E.B.M. and running thence S 89° 58’ 04” E 399.00 feet; thence N 24° 31’ 56” E 338.86 feet to a point of curve with radius of 570.00 feet; thence to the left along said curve a distance of 86.19 feet to a point of compound curve with a radius of 20.00 feet; thence to the left along said curve a distance of 36.94 feet; thence N 89° 58’ 04” W 348.54 feet to a point of curve with a radius of 753.39 feet; thence to the right along said curve a distance of 164.83 feet to a point of reverse curve with a radius of 708.85 feet; thence to the left along said curve a distance of 24.48 feet; thence S 1° 51’ 23” W 437.72 feet to the point of beginning, containing 4.655 acres, more or less.

4. TAX PARCEL ID (OR ASSESSOR’S PARCEL NO.)
APN: RPA10020020060
Bonneville County, Idaho

5. UTILITIES & SERVICE PROVIDERS
Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

Electric - Rocky Mountain Power – 208-522-0570
Gas - Intermountain Gas Company – 800-548-3679
Water - City of Idaho Falls – 208-612-8471
Sewer - City of Idaho Falls – 208-612-8108
Trash - City of Idaho Falls – 208-612-8491
TERMS OF SALE

1. DEFINITIONS
   a. INVITATION FOR BIDS
      The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the sealed bid sale, those addenda and amendments shall be part of the IFB.
   b. GOVERNMENT
      The term “Government” as used herein refers to the United States of America and is used interchangeably with “Seller” and “Grantor.”
   c. GENERAL SERVICES ADMINISTRATION
      The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration.
   d. PROPERTY
      The term “Property” refers to the property or properties described in the Property Description of this IFB.
   e. PURCHASER
      The term “Purchaser” refers to the bidder whose bid the Government accepts and is used interchangeably with “Buyer” and “Grantee.”
   f. BIDDER(S)
      The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with “you.”
   g. HIGH BIDDER
      The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid received and is determined by the Government to be the most acceptable bid.
   h. BACKUP BIDDER
      The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid received and is determined by the Government to be the most acceptable bid.
   i. EARNEST MONEY
      The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.
   j. WEBSITE
      The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to electronically view a wide array of Federal assets, including real property for sale. Auctions and Sealed Bid Sales for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at propertydisposal.gsa.gov.
k. BROKER/BROKERAGE

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Paragraph 10 contained herein. The “brokerage” is the business entity of the broker representing the Bidder(s). A broker must be an agent and cannot be a party to the contract to receive a commission.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (7PZ) 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 contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at RealEstateSales.gov and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB is satisfactory when made available on either or both of GSA’s real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

3. INSPECTION

The Property will be made open for inspection at the following times:

To Be Determined – The dates will be posted on realestatesales.gov

No one will be allowed access to the non-public areas without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder’s own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder’s own inspection. 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 auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high bidder (“Purchaser”) and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction 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. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. 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 purpose intended by the Purchaser after the conclusion of the auction. An “As Is, Where Is” provision will be included in the Quitclaim Deed, a sample deed attached and is provided in the Notices and Covenants section.
6. ZONING
The Property is zoned Light Manufacturing and Heavy Commercial according to the Idaho Falls Planning and Zoning Map.


The Property is subject to the jurisdiction of the City of Idaho Falls. 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; and the Government makes no representation regarding zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:
Idaho Falls Planning and Zoning
680 Park Avenue
Idaho Falls, ID 83405
Phone: 208-612-8276
https://www.idahofallsidaho.gov/270/Planning

7. RISK OF LOSS
As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS
As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes 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
Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of: (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate any part of the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY
If the Government accepts a bid for the purchase of the Property 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 Purchaser under the terms of this IFB, Government’s liability to Purchaser shall be strictly limited
to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their 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 premises and Property involved, as it 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 for the purchase of the Property 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 any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, 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 any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. “Bona fide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the sealed bid sale until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser’s agent may open an escrow account with an independent, unaffiliated escrow company (“Escrow Holder”) to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government or to the Purchaser’s Escrow Holder the balance of the purchase price in the form of a cashier’s check, certified check or electronic wire transfer. Upon confirmation that Purchaser’s wire transferred funds have been received by the Government or that Purchaser’s funds by check have been confirmed to the satisfaction of the Government, the Purchaser’s Escrow Holder shall record the instrument, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties. the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser’s Escrow Holder for recordation. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.
17. DELAYED CLOSING
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 either: (i) a liquidated damages assessment of $500.00 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.

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.

Within five (5) business days from receipt of the executed deed, the Purchaser or the Purchaser’s Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser or the Purchaser’s Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Rm 11A30
Fort Worth, TX 76102
Attn: Joe Potter

19. OFFICIALS NOT TO BENEFIT
No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

20. CAPACITY TO CONTRACT
Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

21. 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:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- 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.

22. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government 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 in case unfavorable advice is received from the 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

1. SEALED BID OPENING DATE
Sealed bids will be opened on Tuesday, February 15, 2022 at 2:30 p.m. (Central Time).

2. TYPE OF SALE
   a. This sale will be a sealed bid sale. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While digital or virtual bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn in writing delivered via mail, e-mail or fax prior to the time fixed in this invitation for bids for the opening of bids.
   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 in black or blue ink.
   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. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

3. BIDS AND TERMS OF SALE
Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance 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 this Property for financing.

4. BID ENVELOPES
Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase “Bid for Real Property” must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

5. LATE BIDS, MODIFICATION OF BIDS OR WITHDRAWAL OF BIDS
   a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
      1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
      2) It was sent by mail (or digitally if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
   b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
   c. The only acceptable evidence to establish:
      1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).
2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding c. 1) and c. 2) above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

6. BID AND EARNEST MONEY DEPOSIT

a. Bidding is a three-step process:

1) Complete Bid Form: Bidders must complete and submit the official Bid Form titled "Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

2) Enclose Bid Deposit: A deposit of 10% of the bid amount (Earnest Money) must accompany your Bid Form. Bid Deposits must be provided in the form of a 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, payable to the order of "U.S. General Services Administration." Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Personal or company checks are NOT acceptable and will be returned to the sender with their bid as nonresponsive.

Bid Deposits may be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon opening.

Bidders may add their own name AFTER "U.S. General Services Administration" and AFTER the word “or” on the “Payable to” line of their deposit checks to facilitate the return of funds if their bid is rejected.

3) Deliver Bid and Bid Deposit.

7. BIDS TO BE OPENED AT THE SPECIFIED TIME

It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After 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 who may be present either in person or by representative.

8. 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 their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The 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.

If the bidder is a partnership, and all partners sign the bid, 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 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. The name(s) and signature(s) of the designated bidder(s) must be included on the Bid Form.
If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bid Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

9. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

10. BROKER’S FINDERS FEE

Subject to the terms and conditions hereinafter provided, a Bidder’s Broker finder’s fee is allowed as follows to state real estate licensee who submits the Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property.

a. Broker/agent of the successful purchaser will be paid a fee of 1% of the final bid price. The fee shall only be considered earned when all funds have been received and will be paid through escrow.

b. Broker/agent must register by filling out the Buyer’s Broker Participation Form in full, including the signature of the client on the form and must be included with their client’s Bid Form as set forth in this IFB.

c. The Government reserves the right to accept any offer that is in the best interest of the Government. If the finder’s fee of the highest responsible bid received results in less net proceeds than the next lower bid, the Government may consider a lower bid for award where no finder’s fee is paid.

d. Finder’s fee is prohibited if the Buyer is a real estate broker, agent, or salesperson, real estate licensee or if the Buyer has more than 5% controlling interest in the brokerage as owner or partner or is an officer, corporate or organizational board member, employer or employee of the brokerage entity that claims to represent the Buyer as an agent.

11. 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, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder’s offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

12. SALE SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Sealed Bid Sale for any reason without accepting a bid and resume or start a new sale at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known bidders on GSA’s website at http://disposal.gsa.gov and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

13. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS AND EXECUTION OF LEASES

a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign the Grantee acceptance line of the deed and return them to GSA by mail to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Rm 11A30
Fort Worth, TX 76102
Attn: Joe Potter

b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.
c. A sample deed can be found on page 18 of this IFB.

14. TRANSACTION CLOSING

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser’s obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier’s check or electronic wire transfer is payable within Thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

15. REFUND OF BID DEPOSITS

Bid Deposit checks accompanying bids that are rejected will be returned to bidders. Bidders whose Bid Deposits are deposited into an account of the U.S. Treasury will receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Bid Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual’s SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a) and will be collected only for the proper refund of the Bid Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

Bid Deposits received from the second highest bidder will be held as stipulated in Paragraph 16, Back-up Bidder. All other Bid Deposits will be processed within 3 business days for refunds after the date of bid opening. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

16. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government’s discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 15, Refund of Bid Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

17. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. 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 bid acceptance. Bidders may also review the information pertaining to the Property at https://propertydisposal.gsa.gov or RealEstateSales.gov.

18. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

a. 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 no hazardous substances have been released or disposed of or stored for one year or more on the Property.

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

1) This covenant shall not apply:

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

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

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

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

   (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

   (a) the associated contamination existed prior to the date of this conveyance; and

   (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

c. Access. Grantor 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.

2. 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.

3. ASBESTOS CONTAINING MATERIALS

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, which may 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 Purchaser further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.
4. PESTICIDES

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA - 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601(22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

5. AS-IS, WHERE-IS PROVISION

a. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN “AS IS, WHERE IS”, WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE’S REPRESENTATIVES. GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME “AS IS” IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY’S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE’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. EXCEPT AS SET FORTH IN SECTION c., BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.

b. NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.

c. NOTHING IN THIS “AS IS, WHERE IS” PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR’S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.
6. DOCUMENT BOX
At such time as buildings are demolished, if any document box is found, which should be located behind a cornerstone or other such identifiable monument, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Administration, Washington, DC.
QUITCLAIM DEED

STATE OF IDAHO

KNOW ALL BY THESE PRESENTS:

COUNTY OF BONNEVILLE

THIS QUITCLAIM DEED is made this ___ day of ___________, 2022, by and between the United States of America (herein sometimes referred to as the “Government”), acting by and through the Administrator of General Services (hereinafter referred to as “Grantor”), under and pursuant to authority of 40 U.S.C. Chapter 5, et. seq., and the provisions of the Federal Asset Sales and Transfer Act (P.L. 114-287) as amended, and rules, orders, and regulations issued pursuant thereto, and (hereinafter referred to as “Grantee”). The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. QUITCLAIM OF THE FEE ESTATE

Grantor, for and in consideration of: (i) the sum of ________________________ and No/100 Dollars ($XXX,XXX.00), duly paid by the Grantee, the receipt of which is hereby acknowledged, and (ii) the specific agreements hereinafter made by Grantor, for itself, and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, pursuant to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, fee simple, in and to, that certain real property known as the DOE Information and Operations Research Center, 1155 Foote Drive, Idaho Falls, Idaho (hereinafter referred to as the “Property”), and described in detail as follows:

Legal Description

Beginning at a point that is N 0° 03’ 37” W 1305.49 feet along the Section line to the NW Corner of Airport Industrial Park Division Number 4 to the City of Idaho Falls, and S 89° 25’ 46” E 466.87 feet along the North line of said Addition, and S 1° 54’ 23” W 719.81 feet along the East line of said Addition and S 89° 58’ 04” E 180.22 feet from the West 1/4 corner of Section 13, T2N, R37 E. B.M. and running thence S 89° 58’ 04” E 399.00 feet; thence N 24° 31’ 56” E 338.86 feet to a point of curve with radius of 570.00 feet; thence to the left along said curve a distance of 86.19 feet to a point of compound curve with a radius of 20.00 feet; thence to the left along said curve a distance of 36.944 feet; thence N 89° 58’ 04” W 348.54 feet to a point of curve with a radius of 753.39 feet; thence to the right along said curve a distance of 164.83 feet to a point of reverse curve with a radius of 708.85 feet; thence to the left along said curve a distance of 24.48 feet; thence S 1° 51’ 23” W 437.72 feet to the point of beginning, containing 4.655 acres, more or less.

For identification purposes only: Assessor’s Parcel Number RPA10020020060

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances, therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements herein set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit, and behalf of the Grantee, its successors and assigns forever.

II. SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY

This Quitclaim Deed covering the Property is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing licenses, permits, servitudes and right-of-way including, but not limited to State highway department driveway permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinafore described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

III. RESERVATIONS/COVENEANTS COVERING THE PARCELS

This Quitclaim Deed covering the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

SAVE AND EXCEPT, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such, oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

IV. CERCLA NOTICES, COVENANTS AND RESERVATIONS

This Quitclaim Deed is expressly made subject to the following CERCLA information and specific reservations, covenants and agreements in favor of Grantor, and its assigns.

A. Notice of 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 of America gives notice that no hazardous substances have been released, or disposed of, or stored for one year or more on the Property.

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

1. This covenant shall not apply:
   a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this Quitclaim Deed; OR
   b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this Quitclaim Deed that either:
      (1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this Quitclaim Deed; OR
      (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which were known and identified to the applicable regulatory authority as of the date of this Quitclaim Deed; OR
      (3) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

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

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

D. Non-Disturbance Clause. Grantee covenants and agrees for itself, its heirs, successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying any of the Property shall not interfere, hinder or prevent Grantor, the United States Government, and its officers, agents, employees, contractors and subcontractors, in conducting any required remedial investigations, response actions or oversight activities on the Property or adjoining property.

V. OTHER ENVIRONMENTAL NOTICES

A. Notice of the Presence of Asbestos - Warning!

1. The Grantee is 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, which may result in disability or death.

2. Grantee is invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee 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.

3. 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.

4. The description of the property set forth in the Conveyance Document 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 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 for any claim by the Grantee against the Government.

5. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee'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 conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

6. The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

B. Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978

Every 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.

C. Notice of Pesticide Application

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such
VI. MISCELLANEOUS NOTICES, TERMS, CONDITIONS, AGREEMENTS, AND COVENANTS

Except as otherwise provided by 42 U.S.C. 9620(h)(3), Grantee covenants for itself, its heirs, assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

A. AS-IS, WHERE-IS PROVISION

1. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN “AS IS, WHERE IS”, WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE’S REPRESENTATIVES, GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME “AS IS” IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY’S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE’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. EXCEPT AS SET FORTH IN SECTION VI.A.3., BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.

2. NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.

3. NOTHING IN THIS “AS IS, WHERE-IS” PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR’S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.

B. DOCUMENT BOX

At such time as buildings are demolished, if any document box is found, which should be located behind a cornerstone or other such identifiable monument, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Administration, Washington, DC.
IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this ___ day of ______________, 2022.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: ____________________________

DAVID HAASE
Director
Real Property Utilization & Disposal Division
Pacific Rim Region
General Services Administration
CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

On ________________, before me, _________________________________________,
Date Name and Title of the Officer

personally appeared ______________________________________________________,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________ (Notary Public Seal)
Signature of Notary Public
ACCEPTANCE BY GRANTEE

I, ________________________, on behalf of ________________________________, also known as GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices, conditions, covenants, reservations, restrictions and terms contained therein this _____ day of ________________, 2022.

By: _________________________________(Seal)

_________________________________
(Printed Name and Title)

NOTARIAL CERTIFICATE

State of _______________________
County of _______________________

I, ________________________, a Notary Public in and for ________________________, County of ________________________, do hereby certify that on this the _____ day of ________________, 2022, ________________________, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

__________________________________
Notary Public

Notary Registration No.: ______________

My commission expires: ______________
**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY**

| 1155 Foote Drive | BID AMOUNT: $ ______________________________ |
| Idaho Falls, Idaho 83402 |  |
| SALE # FWOR722001001 |  |
| IFB #: FASTA-R-2021 | BID DEPOSIT (10% Min.): $ __________ |

**Bidder Information:** Please print or type legibly.

| Name: |  |
| Address: |  |
| City: | State: | Zip |
| Phone: (_____) | Fax: (_____) |  |
| E-mail: |  |

BIDDER REPRESENTS THAT THEY OPERATE AS (check which applies) see Instructions to Bidders, Paragraph 8, 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 ________________________________

**Certification and Authorization**
The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid amount indicated on this bid form by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the bid opening date. This Bid Form is made subject to the terms of IFB No. FASTA-R-2021 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, 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 at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Bid Deposit 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 to:**

| U.S. General Services Administration | Fax: 817-978-3007 |
| Real Property Utilization and Disposal (7PZ) | Email: fwrealestatesales@gsa.gov |
| 819 Taylor Street, Rm 11A30 |  |
| Fort Worth, TX 76102 |  |
| Attn: Joe Potter |  |
CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER
(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 8, Bid Executed On Behalf Of Bidder for instructions)

1155 Foote Drive
Idaho Falls, Idaho 83402

THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).

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 __________________________________________________________________________ (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)
BUYER’S BROKER PARTICIPATION
REGISTRATION FORM

PROPERTY NAME/ID
ADDRESS/LOCATION

SALE NUMBER

BROKER/AGENT: __________________________________________________________

COMPANY NAME: __________________________________________________________

COMPANY ADDRESS: _______________________________________________________

CITY: ___________________ STATE: _______ ZIP CODE: _________________________

AGENT LICENSE #: __________________ BROKER NUMBER LIC. #: __________________

TAX IDENTIFICATION NUMBER: _______________________________________________

OFFICE PHONE: ___________________ FAX: _________________________________

MOBILE PHONE: ____________________________

Client (Buyer/Bidder) Information

CLIENT: _________________________________________________________________

ADDRESS: ______________________________________________________________

CITY: ___________________ STATE: _______ ZIP CODE: _________________________

HOME PH: ___________ OFFICE PH: ___________ MOBILE PH: ____________

Broker/Client Certification

The broker, by placing their signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for finder’s fee.
3. Buyer's Broker Participation Form must be included with the Bidder's Bid Form as set forth in this IFB.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such finder's fee.
5. Broker/agent of the successful purchaser will be paid a fee of 1% of the final bid price. The fee shall only be considered earned when all funds have been received and will be paid through escrow.
6. The broker may not receive a finder's fee without a “Buyer Representation Agreement” or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the Sealed Bid Sale nor receive any finder's fee in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer’s Broker Participation Registration Form as his or her agent.

9. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.
The broker’s client (buyer/bidder), by placing their signature below, certifies, agrees, and acknowledges that:

1. They have read, understood and complied with the terms stated in the Invitation for Bids.

2. They shall hold harmless and indemnify the Government from any and all representations made by the buyer’s broker.

3. Finder’s fee shall be paid only to broker representing client (buyer/bidder) as shown on this form.

4. The Government reserves the right to accept any offer that is in the best interest of the Government. If the finder’s fee results in less net proceeds than a lower bid, the Government may consider the lower bid for award.

5. Finder’s fee is prohibited if the Buyer is a real estate broker, agent, or salesperson, real estate licensee or if the Buyer has more than 5% controlling interest in the brokerage as owner or partner or is an officer, corporate or organizational board member, employer or employee of the brokerage entity that claims to represent the Buyer as an agent.

BUYER/BIDDER SIGNATURE:_________________________ DATE:______________

BROKER/AGENT SIGNATURE:_________________________ DATE:______________