

**U.S. General Services Administration
Invitation for Bids (IFB)**

SALE OF GOVERNMENT REAL PROPERTY

UPTOWN PHOENIX PARCEL

IFB Number SFRAN918040906

GSA Control Number 9-G-AZ-0409-AF

Issued on October 23, 2017

Located at the Northeast Corner of Indian School Road and Central Avenue in the City of Phoenix, this Property contains 15 +/- Acres of prime, unimproved land ready for development!

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received and posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**
Start Date: **February 7, 2018**
11:00 a.m. (Central Time)
Soft Close Date: **February 22, 2018**
Starting Bid: **\$10,000,000.00**
Registration Deposit: **\$500,000.00**
Bid Increment: **\$200,000.00**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
4th Floor North, Room 4345
50 United Nations Plaza, Mailbox 9
San Francisco, CA 94102-4912
Attn: Gina Arias-Arrieta

Property Disposal Web Page:

disposal.gsa.gov
Click on the State of Arizona

Inspection Opportunities:

GSA will be onsite to provide access to the Property for inspection from 9:00 a.m. to 12:00 Noon (Mountain Standard Time):

Wednesday – January 17, 2018
Wednesday – January 31, 2018

Sales Information:

Gina Arias-Arrieta
(415) 522-3431
gina.arias-arrieta@gsa.gov

Tom Doszkocs
(619) 557-5029
tom.doszkocs@gsa.gov

Online Auction:

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance:

Gina Arias-Arrieta
(415) 522-3431
gina.arias-arrieta@gsa.gov

Table of Contents

Property Description	page 2
Terms of Sale.....	page 4
Instructions to Bidders	page 10
Notices and Covenants.....	page 16
Exhibit A (Sample Quitclaim Deed)	page 17
Bidder Registration and Bid Form.....	page 23
Certificate of Corporate Form	page 24

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located at 4141 North 3rd Street, Phoenix, Arizona 85012-1814. The Site is within the southern Uptown section of the City of Phoenix. It is bordered to the north and east by Steele Indian School Park, which is owned by the City of Phoenix; to the south by Indian School Road and commercially developed properties; and to the west by Central Avenue, the Valley Metro Light Rail and multifamily residential and commercially developed properties.

2. SALE PARCEL DESCRIPTION

The Uptown Phoenix Parcel is comprised of approximately 15 acres of level, unimproved land with vacated farming fields and desert trees, together with gravel walking paths and flood irrigation infrastructure. It was previously utilized as the site of the Phoenix Indian School, and later the Phoenix Indian High School, operated by the U.S. Department of the Interior, Bureau of Indian Affairs.

3. DEVELOPMENT OPPORTUNITY

The Site's unique location, with frontages along Central Avenue and Indian School Road, affords unparalleled development flexibility and potential within the Phoenix Central Corridor, one of the region's largest centers of employment. Its size, access, view amenities (overlooking Steele Indian School Park), and zoning designation offers the potential of the Property for commercial, high rise and high density uses.



4. DRIVING DIRECTIONS

From Phoenix Sky Harbor International Airport: Take East Sky Harbor Boulevard onto Interstate 10 West; Take Exit 148 toward Jefferson Street / Washington Street; Merge onto Frontage Road; Turn left onto East Washington Street; Turn right onto East 3rd Street; Site will be approximately 0.7 miles on the right after you pass Steele Indian School Park and approach Central Avenue.

5. LEGAL DESCRIPTION

The legal description is contained in the attached Sample Quitclaim Deed for the Property provided as Exhibit A.

6. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

The Property is located in Maricopa County and is referred to as Assessor's Parcel Number 155-25-001R.

7. UTILITIES AND SERVICE PROVIDERS

Procurement of utility service shall be the sole responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the service providers, below, with any questions concerning utilities.

Electricity

Arizona Public Service
602-236-8888

Telephone

Century Link 855-408-4066
Cox Communications 480-214-3238

Natural Gas

Southwest Gas
877-860-6020

Water, Sewer and Storm Drain

City of Phoenix
602-262-6251

Solid Waste Disposal

City of Chandler
480-782-3510

Valley Metro Light Rail

602-253-5000
http://www.valleymetro.org/getting_on_board



The Property is surrounded by multifamily residential and commercially developed properties.
The Valley Metro Light Rail is adjacent to the Property.

TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein 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; Bidder Registration and Bid Form for Purchase of Government Property; and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall become part of the IFB.

b. GOVERNMENT

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

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale.

d. PROPERTY

The terms "Property" and "Site" as used herein refer to the property or properties described in the Property Description of this IFB.

e. PURCHASER

The term "Purchaser" as used herein 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. BID INCREMENT/INTERVAL

The "Bid Increment" as used herein is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount equal to at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another Bidder's automatic bid, the system will consider this flat bid as the current (*winning*) bid. If the bid is less than or equal to another Bidder's automatic bid, the system will record the bid, but it will NOT be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as "bid by proxy" wherein the Bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and Bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term "High Bidder" as used herein refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term "Backup Bidder" as used herein refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term "Earnest Money" as used herein 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.

m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions® and can be viewed at RealEstateSales.gov. Additional information can also be found at disposal.gsa.gov.

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 (9PZ) 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.

3. OPEN HOUSE AND INSPECTION

Listed below are the dates and times GSA will be onsite to provide access to the Property for inspection.

Wednesday January 17, 2018 from 9:00 a.m. to 12:00 Noon (Mountain Standard Time)

Wednesday January 31, 2018 from 9:00 a.m. to 12:00 Noon (Mountain Standard Time)

The Site is adjacent to public roadways and can be viewed through the existing fence without entering the premises. **No persons will be allowed access onto the Property without the presence of a GSA employee or their 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.

6. ZONING

The Property is subject to the jurisdiction of the City of Phoenix, Arizona. Verification of the present general plan, zoning, or other City of Phoenix development and/or use requirements shall be the responsibility of the Bidder; and the Government makes NO representation in regard to these matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

The Site is zoned C-2 H-R (Intermediate Commercial, High Rise and High Density District). The City of Phoenix has adopted plans that provide guidance on development including, in part, the: (a) Indian School Specific Plan, and (b) Uptown Transit Oriented Development Policy Plan, including the Walkable Urban Code Ordinance.

Sale of the Property or any portion thereof will NOT be conditioned upon the successful Bidder(s) acquiring any City approvals or development agreements as a condition of sale. The Government strongly encourages interested parties to consult with the City of Phoenix regarding zoning, allowable uses, dedications, payments, and development requirements applicable under the City’s general and/or specific plans, ordinances, municipal codes, etc. Close of escrow for any contract resulting from this Invitation for Bids will NOT be delayed to facilitate any City of Phoenix entitlements from the City of Phoenix for the Property.

For Zoning Information Inquiries:

Hannah Oliver, AICP
Village Planner – Central City and Encanto
City of Phoenix Planning & Development
200 West Washington Street, 3rd Floor
Phoenix, Arizona 85003
602-256-5648
hannah.oliver@phoenix.gov
<https://www.phoenix.gov/pdd/pz>

For Economic Development Questions:

Eric Johnson
Deputy Economic Development Director
City of Phoenix Community & Economic Development
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003
602-262-6004
eric.johnson@phoenix.gov
<https://www.phoenix.gov/econdev>

Additional information (links below) about the City of Phoenix’s expectations for development of the Site is available at the following:

Indian School Specific Plan:

https://www.phoenix.gov/pddsite/Documents/PZ/pdd_pz_pdf_00099.pdf

Uptown TOD Policy Plan:

<https://www.phoenix.gov/pddsite/Documents/PZ/ReinventPHX%20UPTOWN%20TOD%20Policy%20Plan%208.5X11.pdf>

Walkable Urban Code:

<http://www.codepublishing.com/AZ/Phoenix/?compiled-PhoenixZ13/PhoenixZ13.html#1301>

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 (a) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (b) in the event of revocation of a bid after notice of acceptance, or (c) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (d) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, together with any payments subsequently made on account, are subject to forfeiture 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 shall NOT request retrieval. 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 (a) the Government fails for any reason to perform its obligations as set forth herein; or (b) title does NOT transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (c) 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 in connection with this sale 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. A copy of the title policy, issued by Old Republic National Title Insurance Company on July 20, 2017 evidencing fee title to the Property in the name of United States of America, is available in the 'Additional Documents' at RealEstateSales.gov or disposal.qsa.gov.

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. Successful Bidder(s) shall honor existing easements, if any, for access and utility services.

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 thirty (30) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the thirty (30) 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 must 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 sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar-day period.

On the closing date, the Purchaser shall tender 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 Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. 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: (a) a liquidated damages assessment of \$200.00 per day; or (b) 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 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.

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the 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. 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 antitrust 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.

23. CAPACITY TO CONTRACT

Bidders shall be 18 years of age or older to bid and acquire the Property.



INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on February 7, 2018 at 11 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three (3) business days prior notice. The auction may continue beyond that date as long as Bidders continue to submit higher bids. Thus, the Bidders determine when the sale closes by their bidding activity.

3. BIDS & 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. STARTING BID

This auction is being opened with an amount which does NOT represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a four-step process:

- (1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered Bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the "Bidder Registration and Bid Form for Purchase of Government Real Property". Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals **cannot** successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and 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.
- (3) Provide Registration Deposit: A deposit in the amount of \$500,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or certified check. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- (4) To complete the Bidder registration process, please submit the completed "Bidder Registration and Bid Form for Purchase of Government Real Property", along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
4th Floor, Room 4345
50 United Nations Plaza, Mailbox 9
San Francisco, CA 94102
Attn: Gina Arias-Arrieta

- b. It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes NO representation or guarantee that any additional assistance or time will be provided to complete the registration process. NO Bidder will be allowed to participate in the sale until the entire registration process is complete.
- c. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes NO representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, Bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered Bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will NOT be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered Bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will NOT be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a Bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you NO longer have the high bid and the sale has NOT closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is NOT accurately shown on RealEstateSales.gov, then you should call GSA at (415) 522-3431 or (619) 557-5029. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place a either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another Bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another Bidder's automatic bid, the system will record the bid but it will NOT be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is NOT shown to other Bidders until it is reached through competitive bidding. You may change your bid amount but NOT less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are NO longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is NOT shown to other Bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does NOT exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will NOT increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was NOT the high bid, or if another Bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will NOT be responsible for any failure attributable to the inability of the Bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is NOT limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of Bidder to properly identify the bid.
- g. Security of bid data.

- h. Inability of Bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is NOT accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (415) 522-3431 or (619) 557-5029 for assistance.

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

- Saturdays: 5:00 a.m. to 8:00 a.m. Central Time
- Sundays: 6:00 a.m. to 10:00 a.m. Central Time

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

- Wednesdays: 5:00 a.m. to 6:30 a.m. Central Time

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all Bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of Bidders affected may prompt GSA Auctions® to extend the closing time for an auction. Extension may range from one (1) hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those Bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the closing time on RealEstateSales.gov. **The Government has set the Soft Close Date for bids beginning February 22, 2018.** The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid received on the Soft Close Date survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for bid acceptance will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will NOT close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. 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.

12. 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 Bidder Registration and 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 Bidder Registration Form. The Certificate of Corporate / Organization Bidder form may be used for this purpose.

13. 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 phone number, mailing address, or e-mail address indicated in the bid. 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.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high Bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check, cashier's check, or electronic wire transfer, which when added to the Registration Deposit, will equal to at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

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 sixty (60) 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.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by 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 Registration 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 Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA, including bank account information, to process the refund.

Registration Deposits received from the second highest Bidder will be held as stipulated in Instructions to Bidders, Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest Bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

17. 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: (a) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or (b) 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 Instructions to Bidders, Page 14 Paragraph 16, Refund of Registration 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.

18. 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 disposal.gsa.gov or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

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



NOTICES AND COVENANTS

1. ENVIRONMENTAL DOCUMENTATION

The following reports provide information regarding previous environmental investigation activities on the Site:

- a. Report of Phase I Environmental Site Assessment, Indian School Property, 15.04 acres, 4141 North 3rd Street (APN: 155-25-001R), Phoenix, Arizona, submitted by Amec Foster Wheeler Environment & Infrastructure, Inc., Phoenix, Arizona, dated May 23, 2017
- b. A Cultural Resources Survey for the Indian School Property, 15.04 acres, 4141 North 3rd Street (APN: 155-25-001R), Phoenix, Arizona, submitted by Amec Foster Wheeler Environment & Infrastructure, Inc., Phoenix, Arizona, dated July 11, 2017
- c. Biological Resources Review, Indian School Property, 15.04 acres, 4141 North 3rd Street (APN: 155-25-001R), Phoenix, Arizona, submitted by Amec Foster Wheeler Environment & Infrastructure, Inc., Phoenix, Arizona, dated July 13, 2017

Copies of these reports are included as 'Additional Documents' at RealEstateSales.gov or disposal.gsa.gov.

2. AS-IS, WHERE-IS PROVISION

The following provision will be inserted in the Quitclaim Deed:

- a. Grantee agrees and acknowledges that Grantor is selling the Property strictly on an "as is, where is", with all faults basis, 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.

EXHIBIT A – Sample Quitclaim Deed

Space Above This Line Reserved for Recorder's Use

RECORDING REQUESTED BY:

U.S. General Services Administration

WHEN RECORDED, MAIL DOCUMENT AND TAX STATEMENT TO:

Uptown Phoenix Parcel
GSA Control No. 9-G-AZ-0409-AF
Assessor's Parcel Number 155-25-001R

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2018, between the **UNITED STATES OF AMERICA** acting by and through the Administrator of General Services, ("**GRANTOR**"), under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder and _____ (hereinafter referred to as "**GRANTEE**").

GRANTOR, for valuable consideration, the receipt of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the **GRANTEE**, and to its successors and assigns, all of its right, title and interest in all of that certain real property located at 4141 North 3rd Street, City of Phoenix, County of Maricopa, State of Arizona with Assessor's Parcel Number 155-25-001R, more particularly described in Exhibit "A", attached hereto (herein referred to as "**PROPERTY**").

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

PROPERTY. The conveyance of the PROPERTY is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.

AS-IS, WHERE-IS PROVISION. GRANTEE agrees and acknowledges that GRANTOR is selling the PROPERTY strictly on an “as is, where is”, with all faults basis, 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.

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.

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.

THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO all covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telecommunication lines and equipment, cable, pipelines, drainage, sewer and water mains and lines, utilities and other right-of-ways, including but not limited to the specific easements, reservations, right and covenants described herein, and to any fact which a physical inspection or accurate display or survey of the PROPERTY may disclose.

COVENANTS RUN WITH THE LAND. The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

SAID PROPERTY transferred hereby, totaling 15.0076+/- fee acres of land and in accordance with 40 U.S.C. Chapter 5, et. Seq., as amended, and applicable regulations, rules and orders promulgated thereunder.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: _____
DAVID HAASE
Contracting Officer
Office of Real Property Utilization and Disposal
U.S. General Services Administration

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the Southeast quarter of Section 20, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows: COMMENCING at the South quarter corner of said Section 20; Thence North 00 degrees 10 minutes 38 seconds East along the West line of said Southeast quarter a distance of 1152.74 feet to a point which bears South 00 degrees 10 minutes 38 seconds West, a distance of 200.00 feet from the Southwest corner of that certain parcel of land described as Parcel No. 1 in the instrument recorded in Docket 3273, page 412, records of Maricopa County, Arizona; Thence South 89 degrees 49 minutes 22 seconds East parallel with the South line of said parcel of land a distance of 70.00 feet to the East line of the West 70.00 feet of said Southeast quarter and the POINT OF BEGINNING; Thence South 00 degrees 10 minutes 38 seconds West along said East line, a distance of 1062.74 feet to a point which bears North 00 degrees 10 minutes 38 seconds East, a distance of 23 feet from the intersection of said East line and the North line of the South 67.00 feet of said Southeast quarter; Thence South 44 degrees 36 minutes 41 seconds East, a distance of 32.65 feet to a point in said North line which bears South 89 degrees 24 minutes 00 seconds East, a distance of 23 feet from said intersection; Thence South 89 degrees 24 minutes 00 seconds East along said North line, a distance of 608.18 feet; Thence North 00 degrees 10 minutes 38 seconds East, a distance of 833.17 feet; Thence North 44 degrees 49 minutes 22 seconds West, a distance of 363.78 feet to a point in said parallel line; Thence North 89 degrees 49 minutes 22 seconds West along said parallel line, a distance of 373.93 feet to the POINT OF BEGINNING.

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.

Signature of Notary Public

(Notary Public Seal)

CERTIFICATE OF ACCEPTANCE

GRANTEE, through its authorized representative, hereby accepts title to the conveyed PROPERTY and accepts and agrees to all of the terms, conditions, and restrictions contained in the QUITCLAIM DEED set forth above. Executed on behalf of the GRANTEE this _____ day of _____, 2018.

NAME OF PURCHASER

By: _____

Title: _____

APPROVED AS TO FORM

By: _____

Title

(THIS SECTION TBD AT PURCHASER DISCRETION)

Dated: _____

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

UPTOWN PHOENIX PARCEL
4141 North 3rd Street
Phoenix, AZ 85012
IFB #: SFRAN918040906
REGISTRATION DEPOSIT: \$500,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

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

BIDDER REPRESENTS THAT HE/SHE OPERATES AS *(check which applies)* see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- Other _____

Registration Deposit (check one):

By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SSN: _____ (please provide to expedite refund)

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within thirty (30) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. SFRAN918040906 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Exhibits, "Bidder Registration and Bid Form For Purchase of Government Real Property", and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
4TH Floor North, Room 4345
50 United Nations Plaza, Mailbox 9
San Francisco, CA 94102
Attn: Gina Arias-Arrieta
(415) 522-3431

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

For use with "Bidder Registration and Bid Form for Purchase of Government Real Property"
(See: Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for Instructions)

**UPTOWN PHOENIX PARCEL
4141 North 3rd Street
Phoenix, Maricopa County, AZ 85012**

THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER

(Unless 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 "Bidder Registration and 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.

(Corporate Seal Here, if applicable)

(Signature of Certifying Officer/Manager)