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

SALE OF GOVERNMENT REAL PROPERTY

PENFIELD REEF LIGHTHOUSE



Courtesy of Jeremy D'Entremont www.lighthousefriends.com

IFB Sale/Lot Number:
BOSTN121002001

AUCTION SUMMARY

Sale Type:	**Online Auction**
Start Date:	June 21, 2021 **12:00 PM (CT)**
End Date:	T**o Be Determined**
Starting Bid:	**$100,000.00**
Registration Deposit:	**$10,000.00**
Bid Increment:	**$10,000.00**

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Property Information and Auction Questions

Sonia Allon-Singh
Phone: (617) 565-5700
E-mail: sonia.allon-singh@gsa.gov

Online Auction Information

www.realestatesales.gov

Send Bidder Registration Form and Registration Deposit to:

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

FAX: 617-565-5720 (if using credit card)
617-565-5700 (for assistance)

PROPERTY DESCRIPTION

SALE PARCEL DESCRIPTION

The property contains a 51-foot-tall octagonal light structure attached to a square two-story keeper's quarters building, 28'3" x 28'3" (1,568 sf), which is constructed of granite and timber frames (the Property). The Property was built in the Second Empire Style and was completed in 1874. It is listed on the National Register of Historic Places on May 12, 1990, reference #89001473.

In 2015, and with approval from Connecticut State Historic Preservation officer, the Property's exterior was restored to a great extent to its 19th-century appearance.

Renovations included:

- new roof
- new cornice and built-in gutter
- new aluminum clad hurricane-resistant windows
- new stainless steel exterior doors
- new stainless steel vent panels
- new pre-coated fiber cement siding and trim at the tower
- new lead-coated copper sheet metal at the lantern deck and exterior lantern walls
- new stainless steel railings
- new stainless steel access ladder
- granite caisson (cylindrical base) re-pointed
- stone entrance stair repairs
- roof deck repairs
- stone repairs and re-pointing
- painting
- exposed &loose lead-based paint removed (not abated for residential)
- exposed asbestos-containing materials removed (not fully abated)

The structure is set upon concrete filled foundation, 108' in diameter, surrounded by rip-rap rocks. There is a pier measuring approximately 17'6" x 16'5". There is a boat landing which projects from the north side and a metal ladder to reach two (2) flights of steps which connect the pier landing with the main deck above and rip-rap below.

The Property marks a submerged reef which extends southeastwardly from Fairfield Beach near Town of Fairfield, Fairfield County, Connecticut, into Long Island Sound. It is located approximately one (1) mile from the entrance of Black Rock Harbor in the City of Bridgeport.

It is accessible by boat only.

The Property is located at Latitude: 41.117112 Longitude: -73.222058

The Property is an active Federal Aid to Navigation (ATON) with two lighting systems, primary and emergency. The primary light is located inside the structure; it is a VRB-25 that flashes red every 6 seconds. The lenses rotate at all times, even when the light is turned off. The emergency light is a 300MM lantern mounted externally that is designed to turn on automatically if the primary light becomes inoperable; it also flashes red every 6 seconds.

The ATON also includes three (3) FA-232 horns, two (2) of them operate when fog is present, while the third is for emergencies if the other two horns are inoperable. A fog detector activates the sound signal in times of low visibility. The range of the sound signal is one (1) nautical mile.

LEGAL DESCRIPTION

Situated at Penfield Reef at the end of a shoal which extends southeasterly from Fairfield Beach on the south side of Black Rock Harbor, in Western Long Island Sound, Fairfield County, Connecticut (Coordinates: 41° 07′ 02″ N -73° 13′ 22″ W) and is more fully described as follows:

> The 51-foot white octagonal wood framed light tower with a watch room, lantern gallery, and conical roof is built into a 28-foot 3-inch square two story granite and timber keeper's quarters topped with a mansard roof with Second Empire style detailing. The circular granite cut stone caisson foundation is 108-feet in diameter, filled with riprap and concrete, houses two cisterns and sits on submerged lands with a protective riprap breakwater. It is an active offshore aid to navigation (#21290) built in 1874 to mark Penfield Reef.
>
> A concrete pier landing, 17-feet 6-inch long by 16-feet 5-inch wide, projects from the north of the foundation and it is equipped with two flights of steps and formerly included a metal crane.

SUBMERGED LANDS LEASE REQUIREMENT

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

Prior to the Government conveying title to the Property, the Purchaser is required to obtain a lease from the State of Connecticut to occupy the submerged lands. (See Section "Closing: Requirement for State of Connecticut Lease, Tender of Payment and Delivery of Instrument of Conveyance" at page 11).

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

> "the Premises may be used only for park, recreation, education and cultural or historic preservation purposes and as the foundation for the lighthouse constructed thereon (the "Lighthouse") consistent with the goals and policies of Section 22a-92 of the Connecticut General Statutes and the stipulations, herein, all uses being subject to the Lessee obtaining necessary State and Municipal permits and approvals, and subject to Lessee's compliance with all laws, rules and regulations related to its operation. State approval may be withheld in the State's sole and absolute discretion. No commercial uses will be permitted."
>
> **"**The Premises shall be open for reasonable access to the general public on a frequency and in a manner approved by the State. A plan for providing such reasonable public access must be proposed in writing by the Lessee to the State no later than the first day of March of each year. After the first year of the Lease, such plan shall also include a summary of the dates, times, and numbers of visitors from the general public that accessed the Premises in the prior year. The State in its sole discretion shall determine if such plan constitutes reasonable public access. The Lessee shall not directly or indirectly limit or restrict access on the basis of residency. Any fees and other charges for the use or enjoyment of the Premises shall be approved by the State in writing prior to being placed in effect. Excepting United States Coast Guard inspections, the Lessee must be present for all public or invitee visitations to the lighthouse. All visitors or invitees entering the lighthouse must sign a waiver of liability and agree to hold the Lessee and the State of Connecticut harmless, prior to entering the lighthouse."

Please refer to the Connecticut Lease Template (attachment A) for additional terms and conditions
The State of Connecticut Department of Energy and Environmental Protection (CT DEEP) notes that it is a form lease **not subject to modification**. Interested bidders are strongly encouraged to contact CT DEEP with any questions regarding the lease.

UTILITIES & SERVICE PROVIDERS

No public utilities are available at the Property. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the appropriate utility providers for information on the availability of utilities.

Solar panels provide electricity along with 10 batteries for the ATON, including but not limited to the lanterns and horns. Solar panels and batteries are owned by the US Coast Guard and are not being offered for sale or use.

ZONING AND TAX INFORMATION

Please contact the City of Bridgeport, Office of Planning & Economic Development (OPED), for questions regarding any potential zoning and taxes:

City of Bridgeport
Office of Planning & Economic Development (OPED)
999 Broad Street
Bridgeport, CT 06604
203-576-7221

GENERAL TERMS OF SALE

DEFINITIONS

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

a) **ACCEPTED BID**

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

b) **ADDITIONAL DEPOSIT**

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

c) **AGREEMENT OF SALE**

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

d) **AS-IS**

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

e) **AUCTION**

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

f) **BACKUP BIDDER**

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

g) **BID**

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

h) **BID INCREMENT**

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

i) **BIDDER(S)**

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

j) **BIDDER REGISTRATION FORM**

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

k) BUSINESS DAY

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

l) **CLOSING DATE**

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

m) **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.

n) **EIN**

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

o) **GOVERNMENT**

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

p) **GSA**

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

q) **HIGH BID**

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

r) **INACTIVITY PERIOD**

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

s) **INITIALLY ANTICIPATED CLOSE OF AUCTION**

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

t) **INVITATION FOR BIDS**

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

addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

u) **PROPERTY**

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

v) **PURCHASE PRICE**

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

w) **PURCHASER**

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

x) **REGISTRATION DEPOSIT**

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

y) **SSN**

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

z) **TIN**

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

aa) **WHERE-IS**

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

bb) **WEBSITE**

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

DESCRIPTION PROVIDED IN IFB

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

INSPECTION

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction. **No one will be allowed access to the Property without the presence of a GSA employee or designee**.

The Website will be updated to include any dates on which the Property will be open for inspection for registered bidders who have completed the Waiver of Liability form.

AGREEMENT OF SALE

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "**Agreement of Sale**"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

CONDITION OF PROPERTY

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

ZONING

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

RISK OF LOSS

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

TAXES, ASSESSMENTS AND OTHER COSTS

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

REVOCATION OF BID AND DEFAULT

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

GOVERNMENT LIABILITY

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

TITLE EVIDENCE

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

TITLE

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

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

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

COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid

upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

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

After the auction closes and the Government accepts the High Bid, the Purchaser is required to obtain the State of Connecticut's Lease (the "Lease") to occupy the submerged lands. The Government will not convey title to the Property until the Purchaser obtains the Lease. Within fifteen (15) business days of acceptance of the Accepted Bid, the Purchaser agrees to contact the State of Connecticut Department of Energy and Environmental Protection (CT DEEP) to initiate the process to obtain the Lease. Failure to initiate the process timely may result in a default and forfeiture of the Registration Deposit and Additional Deposit.

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent unaffiliated escrow company ("Escrow Agent") 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 Agent regarding the recording, disposition of proceeds and related matters.

The closing date of the sale (the "Closing Date") will be set by the Government and will take into account the time required to obtain the Lease. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer, as well as proof that the Lease has been obtained. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, and the Lease has been obtained, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY

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

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

CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

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

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

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

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Sonia Allon-Singh

OFFICIALS NOT TO BENEFIT

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

ANTITRUST LAWS

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

PROHIBITION ON USE OF CERTAIN TELECOMMUNICATION EQUIPMENT

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.

SPECIFIC TERMS OF SALE

Notices and Covenants pertaining to the following issues will be inserted in the Quitclaim Deed.

AIDS TO NAVIGATION (ATON)

The Department of Homeland Security United States Coast Guard ("USCG") is the Federal agency responsible for operating and maintaining any Federal aid to navigation ("ATON") or associated equipment as that term is defined by paragraph (e)(4) of section 308 of the NHLPA. The Federal aids to navigation located at the Property in operation as of this date shall remain the personal property of the USCG and shall continue to be operated and maintained by the USCG for as long as needed for navigational purposes at the Property. The Grantee acknowledges and agrees that it is accepting title to the Property subject to the rights of the USCG, or its successor entity to install, operate, and maintain active aids to navigation. In furtherance of its right to continue such function, the USCG hereby expressly reserves perpetual and assignable the following rights:

1. The unrestricted right of the United States to keep, locate, service, maintain, operate, install, repair and replace aids to navigation, walkway, and any and all associated equipment on the Property;

2. The unrestricted right to relocate or add any aids to navigation and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes or in the service of any regional aids to navigation;

3. A right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating and repairing and replacing the navigational aids and any and all associated equipment on the Property. The United States shall have the right to enter the Property at any time for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the United States or its successor entity, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began;

4. The right of the United States for the purpose of preserving and maintaining an Arc of Visibility for the beacon as follows: nothing will be constructed, maintained or permitted from the center of the Property 360 degrees or of a height sufficient to interfere with or obstruct the Arc of Visibility of said Property;

5. The right of the United States to utilize the signal horn at any time and in any manner it deems necessary.

6. The Grantee may not interfere with or allow interference in any manner with any navigational aids or associated equipment in use on the Property without express written permission from the USCG.

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 and which can result in disability or death.

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

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

(d) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

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

(f) The 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.

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

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

NOTICE OF PRESENCE OF RADON

The Grantee is notified that the United States has determined that a radon hazard potentially exists in subject building(s) on the Property and from the Property itself due to the Property’s location in a Radon Zone Level 1. The Government has not performed any studies pertaining to Radon at the Property, and has no actual knowledge that a Radon Hazard exists. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA

"Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.

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

AIDS TO NAVIGATION (ATON)

The Department of Homeland Security United States Coast Guard("USCG") is the Federal agency responsible for operating and maintaining any Federal aid to navigation("ATON") or associated equipment as that term is defined by paragraph (e)(4) of section 308 of the NHLPA. The Federal ATON located at the Property in operation as of this date include but are not limited to the optic, the fog signal, a solar array, and batteries, and shall remain the personal property of the USCG and shall continue to be operated and maintained by the USCG for as long as needed for navigational purposes at the Property.

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

1. The unrestricted right of the United States to keep, locate, service, maintain, operate, install, repair and replace ATON and any and all associated equipment on the Property;

2. The unrestricted right to relocate or add any ATON and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes or in the service of any regional ATON;

3. A right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating and repairing and replacing the navigational aids and any and all associated equipment on the Property. The United States shall have the right to enter the Property at any time for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the United States or its successor entity, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began;

4. The right of the United States for the purpose of preserving and maintaining an Arc of Visibility of the beacon as follows: nothing will be constructed, maintained or permitted exceeding 40 feet on a plane emanating from the center of the Property 360 degrees or of a height sufficient to interfere with or obstruct the Arc of Visibility of said Property;

5. The right of the United States to utilize the fog signal horn at any time and in any manner it deems necessary;

6. The Grantee may not interfere with or allow interference in any manner with any navigational aids or associated equipment in use on the Property without express written permission from the USCG.

HISTORIC PRESERVATION COVENANTS

The Property is listed on the National Register of Historic Places, reference #89001473. The Grantee acknowledges and accepts the following conditions and covenants:

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

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

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

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

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

6. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any instrument by which it divests itself of interest in the Property or by which it grants any interest in the Property.

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

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

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

INSTRUCTIONS TO BIDDERS

AUCTION START DATE

The Auction opens on **Monday June 21, 2021 at 12:00 pm. (Central Time).**

TYPE OF SALE

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

BIDS AND TERMS OF SALE

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

STARTING BID

The amount of the starting Bid is **$100,000.00.** Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

BIDDER REGISTRATION AND DEPOSIT

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

1. Complete Online Registration: Bidders must register online at the Website. Once on the Website, click on "Register", establish a username and password and provide the requested account information. A username and password are used to register online and to place Bids. The password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. **Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB**. A Bidder that previously registered on the Website can login using the username and password that such Bidder previously established. It is the Bidder's responsibility to establish its username and password on the Website. In the event a Bidder forgets its username or password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten username and/or password. GSAAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAAuctions.gov FAQ page.

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

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from

which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit.

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

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

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

3. Provide Registration Deposit: A deposit in the amount of **$10,000.00** (the "**Registration Deposit**") must accompany a Bidder's Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Notwithstanding the prior sentence, if the Registration Deposit for the Property is greater than $49,999.99, a credit card cannot be used to provide the Registration Deposit. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." If a Registration Deposit will be paid by credit card, Bidders must also provide the requested credit card information under the portion of the Bidder Registration Form titled "Registration Deposit". The Registration Deposit cannot be made via the Website. All Registration Deposits paid by cashier's check or certified check will be deposited with the U.S. Treasury, in a non-interest bearing account, promptly following the Government's receipt of the same.

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

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, room 1010
Boston, Massachusetts 02222
Attn: Lawanda Maryland

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

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

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

e) Registration may occur at any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder's registration will be completed prior to the

announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.

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

BIDDING IN GENERAL

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

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

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

c) Bids must be submitted without contingencies.

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

CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

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

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

FLAT BIDDING AND PROXY BIDDING; INCREASING A BID ONLINE

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

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

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

instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The maximum amount that a Bidder includes in its proxy Bid is not disclosed to other Bidders.

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

c) When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Property will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Property even if the higher maximum amount does not exceed the lesser maximum amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.

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

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

TRANSMISSION AND RECEIPT OF BIDS

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

a) Receipt of a garbled or incomplete Bid.

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

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

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

e) Delay in transmission or receipt of a Bid.

f) Failure of Bidder to properly identify the Bid.

g) Security of Bid data.

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

i) Unavailability of GSA personnel.

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

The Website will NOT be available during the following system maintenance windows:
- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:
- Wednesday: 5:00 a.m. to 6:30 a.m. CT

AUCTION CLOSE

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

Inactivity Period and Closing of Auction. In order for the Auction to close, the High Bid must remain unchanged for twenty-four hours (the "**Inactivity Period**"). The Inactivity Period will be posted on the Bidding Details section of the Website for the Property, after the announcement of the Initially Anticipated Close Date. If a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. The "countdown clock" will adjust accordingly to show the time remaining prior to the new anticipated close of the Auction. Each time a new High Bid is placed during an Inactivity Period or such maximum amount under a proxy Bid is changed during an Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. If the High Bid remains unchanged for a full twenty-four hour Inactivity Period, the Auction will close. **Notwithstanding the foregoing, the Auction will not close if the Inactivity Period ends between: (i) 12:01 a.m. on Saturday through 11:59 p.m. on Sunday ("Weekend"); or (ii) 12:01 a.m. through 11:59 p.m. on any Federal Holiday ("Federal Holiday"). If the Inactivity Period ends on a Weekend or Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Federal Holidays are listed here.**
(https://www.opm.gov/faqs/QA.aspx?fid=e64d74ab-20a3-484c-8682-d2a2b46c22da&pid=c41e6beb-0c14-449d-bde5-355a3a3014cd).

Examples are in the table below:

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

CONTINUING OFFERS

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

GOVERNMENT'S RIGHT TO ACCEPT A BID

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used.

BID EXECUTED ON BEHALF OF BIDDER

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

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

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

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

NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or its duly authorized representative at the fax/phone number or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a Registration Deposit, as described in the Refund of Registration Deposits Section below. The processing of a Registration Deposit by the Government shall not, in itself, constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

AUCTION SUSPENSION OR CANCELLATION

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

ADDITIONAL DEPOSIT AND TRANSACTION CLOSING

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

REFUND OF REGISTRATION DEPOSITS

a) Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by EFT. Bidders will be required to provide GSA with a TIN to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a SSN or an EIN. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

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

BACKUP BIDDER

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

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

ADDITIONAL INFORMATION

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

BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Property on

the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory when made available on the Website.

WAIVER OF INFORMALITIES OR IRREGULARITIES

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

BIDDER REGISTRATION FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Penfield Reef Light
Black Rock Harbor Entrance to LI Sound
City of Bridgeport, County of Fairfield, CT
41° 07' 02'' N, 73° 13' 22'' W
Sale/Lot Number: BOSTN121002001
REGISTRATION DEPOSIT: $10,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____)_____ Fax: (_____)_____

E-mail: _____@_____

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

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

Registration Deposit (check one):

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

○ By Credit Card: __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ Exp: ___/___ CSC/CVC___ ___ ___

☐ Visa ☐ MasterCard
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder will be bound by any and all bids placed online at http://www.realestatesales.gov for the purchase of the property described in Invitation for Bids No. BOSTN121002001 (the "IFB"). The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above-referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

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

FAX: (617) 565-5720(if deposit by credit card)
Phone: (617) 565-5700 (for assistance)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

Penfield Reef Light
Black Rock Harbor Entrance to Long Island Sound
City of Bridgeport, County of Fairfield, CT
41° 07’ 02’’ N, 73° 13’ 22’’ W

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

of the corporation/organization named as the bidder in the Bidder Registration Form for Purchase of Government Property (the “Form”); that _____ signed the Form
(Name of Authorized Representative)

on behalf of such bidder as the _____ of said
(Official Title)

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

_____
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)