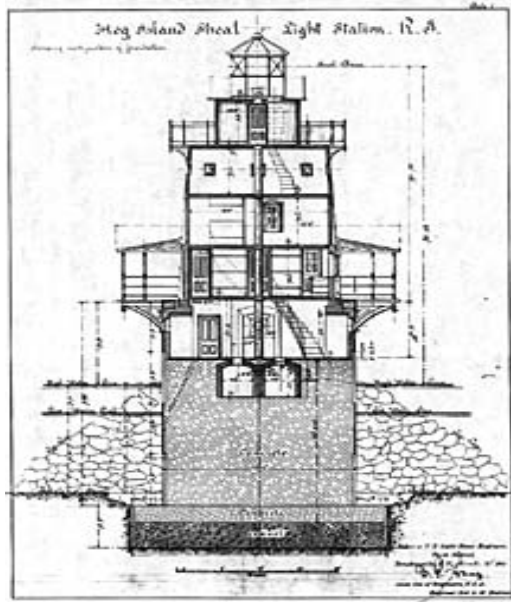




**FOR SALE BY ONLINE AUCTION
Hog Island Shoal Light
Offshore: East Passage of Narragansett Bay
Bristol County
(Near) Portsmouth, Rhode Island**



**By the
General Services Administration
Boston Massachusetts May 23, 2006**





NOTICE OF ONLINE AUCTION 1PR-05-007

This Notice of Online Auction (the “Notice”) contains information and forms necessary for interested parties to bid to purchase the Property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Notice, including the General and Special Terms of Sale, the Instructions to Bidders for Online Auction, the Bid Registration Form, and any other information or materials included in the Notice or that may be made available under separate cover.

The auction will commence at 3:00 p.m., Eastern Daylight Time, on May 23, 2006. The auction has no preset closing date but will conclude in accordance with the procedures set forth in Paragraph 11, “Call for Final Bids,” of the Instructions to Bidders for Online Auction.

Parties interested in bidding on this Property must register to bid in accordance with the Instructions to Bidders for Online Auction. As a part of that registration, bidders must submit a deposit of Ten Thousand Dollars (\$10,000.00) before bidding on the Property; see Paragraph 4 of the Instructions to Bidders for Online Auction information. Bidding shall be in increments of Five Thousand Dollars (\$5,000.00). The suggested opening bid for the Property is TEN THOUSAND DOLLARS \$10,000.00

For information about this Property contact:

Sandra Robbins
U.S. General Services Administration
Property Disposal Division (1PR)
Thomas P. O’Neill Federal Building

10 Causeway Street, Room 925
Boston, MA 02222
Telephone: (617) 565-5710
Fax: (617) 565-5720
Email: saundra.robbins@gsa.gov

Online bidding will take place at: <http://www.auctionrp.com>

Additional information regarding GSA's Property Disposal program is available at the Property Disposal Home Page: <http://propertydisposal.gsa.gov>

For the auction procedures and process, contact: Lisa Faletra
Submit Initial Bids with deposits to:

U.S. General Services Administration
Property Disposal Division (1PR)
ATTN: Lisa Faletra
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Telephone: (617) 565-5700

PROPERTY DESCRIPTION

DESCRIPTION OF THE HOG ISLAND SHOAL LIGHT

Location: Latitude 41 37.9N x Longitude 16.4W, Bristol County, East Passage of Narragansett Bay, Portsmouth, Rhode Island.

The Hog Island Shoal Light (hereinafter known as the "Light" or the "Property") is off-shore and contains no acreage. The Light is a 60 foot-high cast iron and brick light tower, constructed in 1901, built atop a granite caisson. It consists of five floors, originally laid out as follows: 1st level, galley; 2nd and 3rd levels, living quarters; 4th level, storage room and workshop; 5th level, lantern room. The 250mm optic lantern and fog signal will remain the property of the United States Coast Guard and will continue as an active aid to navigation. The United States Coast Guard will retain a right of access to operate and maintain both the 250mm optic lantern and fog signal. The fog signal electronically activates when the visibility drops. The sound exceeds 80 decibels.

This Property is accessible by water craft only. No submerged lands will be conveyed under the Quitclaim Deed. Buyer will be required to obtain a Coastal Resources Submerged Lands Lease from the State of Rhode Island's Coastal Resources Management Council (CRMC) for legal occupancy of the submerged lands beneath the Light. Conveyance of the Light will be subject to buyer obtaining the referenced Land Lease from the State of Rhode Island. The CRMC point of contact is Jeffrey Willis at (401) 783-3370 or Megan Higgins at (401) 783-3370.

The Light is listed on the National Register of Historic Places. The Light must be maintained in accordance with the Secretary of Interior's Standards for Rehabilitation and in consultation with the Rhode Island State Historic Preservation Office (SHPO). The SHPO point of contact is Richard Greenwood at (401) 222-4134. Buyer will be required to submit an interior and exterior conditions report of the Light to the State Preservation Office within 90 days of conveyance.

PRESERVATION COVENANTS. The Property is listed on the National Register of Historic Places. The Grantee, in accepting the Quitclaim Deed, acknowledges and accepts the following terms, 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, 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 on 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, 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, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the State Historic Preservation Officer ("SHPO") for consistency with in *The Secretary of the Interior's Standards for Treatment of Historic Properties,*.
5. Archaeological resources shall be protected and preserved in place. All projects involving ground-disturbing activity shall be reviewed by the SHPO. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO.
6. The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.

7. 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.
8. The failure of the State and/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 right or remedy or the use of such rights or remedy at the time.
9. In addition to any remedy now or hereafter provided by law, the State and/or the SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require restoration of the Property.
10. 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.
11. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Light and the submerged lands upon which the Light is situated.

This Property is offered “AS IS” and “WHERE IS” without representation, warranties, or guarantee as to quality, quantity, character, condition, size or kind or to the viability of any bidders intended use. The Army Corps of Engineers and the CRMC have jurisdiction over the waterways in regards to any construction of moorings, floats, tie-ups or docking facilities, etc.

UTILITIES

None on site. The Light and Fog Horn are solarized. The Government makes no representation of any kind or nature, express or implied as to the availability of utility services or the access to any such services from the property described in the Notice. It shall be the responsibility of the purchaser to obtain utility services.

ENVIRONMENTAL

Due to the age of the structure, lead based paint may be present. Please see Paragraph 2 under “Special Terms of Sale for Online Auction”.

Asbestos containing materials may be present in the Light. Please see Paragraph 3 under “Special Terms of Sale for Online Auction”.

RESERVATION OF RIGHTS

AIDS TO NAVIGATION. The United States Coast Guard is the Federal agency responsible for operating and maintaining any “Federal aid to navigation” or associated

equipment. The Federal aid to navigation or associated equipment located at the Light in operation as of this date or installed at any time shall remain the personal property of the United States. It shall continue to be operated and maintained by the United States for as long as needed for navigational purposes at the Light.

The Buyer acknowledges and agrees that it is accepting ownership to the Light subject to the rights of the United States Coast Guard (“USCG”), or its successor entity to install, operate and maintain active aids to navigation. In furtherance of its right to continue such function, the United States of America hereby expressly reserves the following perpetual and assignable rights:

- (1) The unrestricted right of the USCG to keep, locate, service, maintain, operate, install, repair and replace aids to navigation and any and all associated equipment at the Light.
- (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 Light as may be necessary for navigational purposes at the Light or in the service of any regional aids to navigation.
- (3) A right of access to, over and across the Light in favor of USCG for the purpose of servicing, maintaining, locating, operating, repairing and replacing navigational aids and any and all associated equipment at the Light. The United States shall have the right to enter the Light at any time, with reasonable notice, 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 Light shall, at the sole cost of the United States Coast Guard, 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 USCG for the purpose of preserving a 360 degree Arc of Visibility nothing will be constructed maintained or permitted of a height sufficient to interfere with or obstruct the Arc of Visibility of said Light.
- (5) The Grantee may not interfere with or allow interference in any manner with any navigational aids or associated equipment in use at the Property without express written permission from the USCG.

GENERAL TERMS OF SALE
(Government Real and Related Personal Property)

1. TERM – “NOTICE OF ONLINE AUCTION”: The term “Notice of Online Auction (the “Notice”) as used herein refers to the Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices and any provisions of the Bid Form and Acceptance, all of which are attached hereto and incorporated herein; and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time for conducting of an auction.

2. DESCRIPTION PROVIDED: The descriptions of the Property set forth in the Notice and any other information provided therein with respect to said Property are based on information available to the U.S. General Services Administration (GSA) Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION: Bidders are invited, urged, and cautioned to inspect the Property to be sold 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 offered, will not constitute

grounds for any claim or demand for adjustment or withdrawal of a bid after the auction concludes as defined in Section 12 of Instructions to Bidders for Online Auction attached hereto.

Site inspection for register bidders will be scheduled at a later date. Bidders will be notified on-line for the date and time. Time will be Eastern Daylight Time. In the event of inclement weather or sea conditions, there will be a Rain Date **Buyers will be required to provide their own transportation to the Light. Bow in access and tie off is only possible due to rip/rap and strong currents.** Participants in the Open House will be required to sign a Waiver of Liability before accessing the Light.

4. CONDITION OF PROPERTY: The Property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the conclusion of the auction.

5. CONTINUING OFFERS: Each bid received shall be deemed to be a continuing offer after the date of the conclusion of the auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 calendar days. If the

Government desires to accept any bid after the expiration of the 30 calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. TAXES: As of the date of conveyance, the successful bidder shall assume responsibility for all general and special property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. The Government does not know of any past due taxes or past due payments in lieu of taxes which are owed by the Government for the Property. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

7. RISK OF LOSS: As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership. In the event of a major loss or damage to the Property as a result of fire or other cause, during the period of time between acceptance of the bid by the Government and the date of conveyance, such loss or damage shall not be considered grounds for invalidating the contract of sale or reduction of the purchase price.

8. REVOCATION OF BID AND DEFAULT: In the event of revocation of a bid after the conclusion of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder

to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid, Notice of Online Auction or contract of sale.

9. GOVERNMENT LIABILITY: If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Ownership does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have NO further liability to Purchaser.

10. TITLE EVIDENCE: Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, 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 that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property. Bidders should note that no land is being transferred in connection with this sale.

11. TITLE: If a bid for the purchase of the Property is accepted, the Government's interest in the Light will be conveyed by a Quitclaim Deed in conformity with local law and practice.

12. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE: The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by cashier's check, certified check, U.S. Postal Service money order or credit card payment (Visa or MasterCard only), the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

13. DELAYED CLOSING: The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action 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 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

14. CONTRACT: The Notice and the bid when accepted by the Government shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments 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. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

15. OFFICIALS NOT TO BENEFIT: No member of, 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 there from, 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.

16. COVENANT AGAINST CONTINGENT FEES: The successful bidder warrants that he or she has not employed or retained any person or agency other than as defined below 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 successful bidder 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 successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder 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.

17. SALE AND CONVEYANCE:

The sale and conveyance of the Property shall be made subject to the following: (1) All covenants, rights, reservations, restrictions, and encumbrances, whether of record or not. (2) Any statement of facts which a physical inspection may disclose.

**SPECIAL TERMS OF SALE
FOR ONLINE AUCTION**

1. **CASH SALE:** Bids to purchase must be on an all cash basis. The bid that offers the greatest return to the Government may be accepted.

2. **NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978:**
 - a. Interested bidders are informed that the Property offered is presumed to contain lead based paint because of a construction date prior to 1978. Every purchaser of any interest in a building which 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

3. **NOTICE OF THE PRESENCE OF ASBESTOS – WARNING:**
 - a. The Purchaser is warned that the Property offered for sale may contain 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 disposal agency 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, 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 the Notice of Online Auction and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any

other Federal agency shall not constitute grounds 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, 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 Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individual(s) injured.

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

4. OTHER EASEMENTS: The Property will be conveyed subject to any and all existing reservations, easements,

restrictions, and rights, recorded and unrecorded, , and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above. Please refer to the section entitled “Property Description” in this Notice of Online Auction for information regarding required United States Coast Guard rights.

5. REJECTION: The Government reserves the right to reject any and all bids.

6. SELLER’S DEFAULT: If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser’s control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

7. LIABILITY: With respect to any claim against the Government, the extreme measure of the Government’s liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

1. AUCTION START DATE: The online auction will begin on May 23, 2006:

2. TYPE OF SALE: This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the Property is sold. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Paragraph 12 in this section, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE: Bids to purchase must be on an ALL CASH basis only. 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. SUGGESTED OPENING BID: The suggested opening bid for the Property is TEN THOUSAND DOLLARS \$10,000.00. This is not a minimum bid. You may bid more or less. The suggested opening bid does not reflect the Fair Market Value of the light.

The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. REGISTRATION DEPOSIT:

a. A registration deposit in the amount of TEN THOUSAND DOLLARS (\$10,000.00) must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, (3) U.S. Postal Service money order, and (4) credit card payment (Visa or MasterCard only). Personal or company checks are NOT acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase for Property and send the form with your bid deposit to:

U.S. General Services Administration
Property Disposal Division (1PR)
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn. Lisa Faletra

b. Please make your check payable to: "US General Services Administration".

Deposits by credit card (either Visa or MasterCard) may be made over the Internet by following the instructions on the web site: <http://www.auctionrp.com> or by using the enclosed Registration

Deposit by Credit Card form. Only upon GSA's receipt of your registration deposit will you be allowed to bid online or by the submission of a written faxed bid.

c. Within forty-eight (48) hours of notification of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

d. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable on or before sixty (60) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

e. Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 15. All other registration deposits will be returned.

6. BIDDER REGISTRATION AND BIDS:

a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government 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.** Additional bid

forms are available upon request or you may photocopy the forms in this IFB.

b. The Bidder Registration and 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.

c. To register online, bidders should return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

7. USER IDENTIFICATION NUMBER:

A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, <http://www.auctionrp.com>.

8. BIDDING IN GENERAL:

a. Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: <http://www.auctionrp.com>.

b. Bidders who registered online may increase their bids by following the

instructions at [auctionrp.com](http://www.auctionrp.com). They may also submit increased bids in person, by fax, U.S. Mail, or private delivery services. By submitting your bid through [auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on GSA forms will be rejected.

9. FAXING YOUR BID:

a. Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **(617) 565-5720**.

b. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: 1) Receipt of a garbled or incomplete bid. 2) Availability or condition of the receiving facsimile equipment. 3) Incompatibility between the sending and receiving equipment. 4) Delay in transmission or receipt of bid. 5) Failure of the bidder to properly identify the bid. 6) Illegibility of bid. 7) Security of bid.

c. If your faxed bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, you must call **1-617-565-5700**, for verification that your bid was received.

10. DAILY BIDDING RESULTS:

Bidders may call GSA's 24-hour bid hotline at 1-800-241-1417, (Property code 001) to hear the current high bid. Bidders may also visit <http://www.propertydisposal.gsa.gov> or our online auction web site at: <http://www.auctionrp.com> to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new bids are received during normal business hours. Bidders will be notified via the hotline recording and the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 1-671-565-5700... Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

11. INCREASING YOUR BID:

If you learn from the recorded message or from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied.

Increased bids must be at least Five Thousand Dollars (\$5000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. mail, fax, online, etc., the first bid received will be recognized.

12. CALL FOR FINAL BIDS: Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the GSA bid hotline recording. On that date, if no increased bid is received by 3:00 p.m. Eastern Daylight Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Eastern Daylight Time on that day. **The Government reserves the right to increase the minimum bid increment once the soft close date has been established.** There is no advantage to waiting until the last minute to bid.

13. BID EXECUTED ON BEHALF OF BIDDER:

a. 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.

b. If the bidder is a corporation, the Certificate of Corporate Bidder 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.

c. 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 of behalf of the partnership.

d. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

14. WAIVER OF INFORMALITIES OR IRREGULARITIES:

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

15. BACKUP BIDDER: The second-highest bidder will be the backup bidder. If the high bidder is unable to

consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

16. ACCEPTABLE BID: An acceptable bid is one received from a responsible bidder, whose bid, conforming to this Notice will be most advantageous to the Government, price and other factors considered.

17. 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 his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

18. ADDITIONAL INFORMATION: The GSA issuing office at the address given in this Notice will, upon request, provide additional copies of this Notice and provide additional available information concerning the Property offered to facilitate the preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Notice.

**BIDDER REGISTRATION AND BID FOR
PURCHASE OF HOG ISLAND SHOAL LIGHT**
Offshore: East Passage of Narragansett Bay
Bristol County
(Near) Portsmouth, Rhode Island
1PR-05-007

Check One:

General Services Administration
Property Disposal Division (1PR)
10 Causeway Street, Room 925
Boston, MA 02222
Attn: Lisa Faletra

Initial Bid _____

Increased Bid _____

Fax: 617-565-5720

The undersigned bidder hereby offers and agrees to purchase the Property described in the Notice No. 1PR-05-007, including any amendments, (collectively the "Notice") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the Notice, which by this reference is incorporated in the bid and made a part of the bid.

REGISTRATON DEPOSIT: \$10,000.00

BID AMOUNT: _____

In the event this bid is accepted, the instrument of conveyance should name the following as grantee(s): _____

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse if applicable.

BIDDER REPRESENTS that he/she operates as (check one):

_____ an individual

_____ an individual doing business as: _____

_____ a partnership, consisting of: _____

_____ a corporation, incorporated in the state of _____

_____ a trustee, acting for: _____

_____ a Limited Liability Partnership _____

_____ a Limited Liability Corporation , incorporated in the state of _____

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-mail address: _____

Signature of person authorized to sign bid Date

Signer's name and title (type or print)

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

CERTIFICATE OF CORPORATE BIDDER

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____,

who signed this bid on behalf of the bidder, was then _____

of said Corporation; that the bid was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

REGISTRATION DEPOSIT BY CREDIT CARD
Hog Island Shoal Light
Offshore: East Passage of Narragansett Bay
Bristol County
(Near) Portsmouth, Rhode Island

To: General Services Administration
Property Disposal Division (1PR)
10 Causeway Street, Room 925
Boston, MA 02222
Attn: Lisa Faletta

Fax Number: (617) 565-5720

THIS FORM MAY BE SUBMITTED BY FAX.

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Notice, including any amendments, (collectively the "Notice") for the Property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" paragraph # 5, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the Property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

Applicant's Last Name: (please print) _____

First Name: _____ **M.I.** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

My card number is: Visa _____ **Master Card** _____

Expiration: __ __ / __ __ / __ __

Name as it appears on card: _____

Driver's License No. _____ **State** _____

E-mail address: _____

Telephone number: _____ **Fax:** _____

Signature: _____ **Date:** _____

**REGISTRATION DEPOSIT BY CHECK
HOG ISLAND SHOAL LIGHT
Bristol County, Rhode Island**

**To: General Services Administration
Property Disposal Division (1PR)
10 Causeway Street, Room 925
Boston, MA 02222
Attn Lisa Faletra**

Fax Number: (617) 565-5720

REGISTRATION DEPOSIT: _____ **BID AMOUNT:** _____

Certified or Cashiers Check must be made payable to: U.S. General Services Administration

Name: _____

TIN or SS#: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ **Fax:** _____

E-mail address: _____

Address to which refund check will be issued (if unsuccessful bidder) if different from above:

Name: _____

TIN or SS#: _____

Address: _____

City/State/Zip Code: _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Notice of On-Line Auction 1-Pr-05-007, including any amendments, (collectively the "Notice") for the Property identified above. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the Property. In the event that applicant is not the successful bidder, the registration deposit will be returned as indicated above.

Signature: _____ **Date:** _____

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

Use this form to enroll in Direct Deposit of your federal payment from the General Services Administration

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c) The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name					
Financial Institution Phone Number		()			
Financial Institution Routing Transit Number (RTN)					
Depositor Account Title					
Depositor Account Number					
Account Type	<input type="checkbox"/> Checking		<input type="checkbox"/> Savings		
Company/Payee Contact Person					
Phone	()				
MUST HAVE SIGNATURE Company/Payee Authorized Signature					

FAX to Bill Russell at (816) 823-1048
Also FAX to Lisa Faletra at (617) 565-5720

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Hog Island Shoal Light, Rhode Island, is accepted by and on behalf of the United States of America, acting by and through the General Services Administration, on this _____ day of _____, 2006.

Signature of Contracting Officer: _____

Name and title of Contracting Officer: _____

HOG ISLAND LIGHT
RHODE ISLAND

The undersigned acknowledges that safety hazards, unique historic features, and sensitive biological conditions may be present at this site. The undersigned **waives** all right claims of any kind against the federal government under state or federal law for personal or property damages incurred while inspecting the premises, and agrees to hold the federal government harmless for any such claims or damages.

Please print legibly:

Name: _____

Organization: _____

Mailing Address: _____

City/State/Zip: _____

Phone: (____) _____ Fax (____) _____

Signature: _____ Date: _____

