



## **DAWSON COUNTY GOVERNMENT**

### **INVITATION FOR BID - NOTICE OF SALE**

#### **SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOARD OF COMMISSIONERS (BOC)**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**DECEMBER 8, 2021**

**DAWSON COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PURCHASING MANAGER  
25 JUSTICE WAY, SUITE 2223  
DAWSONVILLE, GA 30534**

**IFB - #399-21**

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS IFB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

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NOVEMBER 9, 2021

**SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC**

**TABLE OF CONTENTS**

**PROPOSAL DOCUMENTS**

**Invitation for Bidders.....3**

**General Overview.....4**

**General Conditions.....7**

**Property Description.....7**

**General Terms.....10**

**Bidder’s Information Form .....16**

**Bidder’s Price Proposal Form ..... 17**

**DAWSON COUNTY, GEORGIA**  
**Purchasing Department**  
**25 Justice Way, Suite 2223**  
**Dawsonville, Georgia 30534**  
**Phone: 706-344-3500 x.42223; Email: [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)**

***INVITATION***

This is an invitation to submit a sealed bid to Dawson County for the purchase of real Property, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=1bac094c-9726-497e-943b-141544ec4bd4>. Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Bidder Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than December 8, 2021, at 10:30 a.m.

There will not be a pre-bid meeting for this solicitation. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) no later than November 23, 2021, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than November 30, 2021, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum. The tentative award date is December 16, 2021.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,  
*Melissa Hawk*  
Purchasing Manager

**INVITATION FOR BID – NOTICE OF SALE FOR  
SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC**

**SECTION I – GENERAL OVERVIEW**

A. INFORMATION TO BIDDERS

1. BID SUBMISSION

One (1) original of the complete signed submittal must be received **DECEMBER 8, 2021, AT 10:30AM, EASTERN STANDARD TIME**. Bids must be submitted in a sealed envelope stating on the outside, the Bidder's name, address, **SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC** to:

Dawson County Board of Commissioners  
Attention: Purchasing Manager  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

Bidders should **not** email or fax copies of bids. If Bidders email or fax soft copies, Bidder may be immediately disqualified. Soft copies will not be returned.

If sending proposal via UPS, Fed EX or USPS, please list the above information on the outside of the shipping package/envelope to ensure there is no error in opening prior to official opening date.

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit [www.dawsoncounty.org](http://www.dawsoncounty.org).

**GPS Location**

Some GPS systems cannot locate the above-named address. Bidders may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Bidders should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. *NOTE: Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

Submission by US Mail must be sent to the below address:

Dawson County Board of Commissioners  
Attention: Purchasing Director  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the Bidder.

2. CONTACT PERSON

Bidders are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)** to clarify any part of the IFB requirements. All questions that arise prior to the deadline for questions due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this IFB and also may result in the disqualification of the Bidder's submittal.

Bidders may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any Bidder violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any addendum to this IFB. Where there appears to be a conflict between the IFB and any addenda issued, the last addendum issued will prevail. Bidders are advised to check the website for addenda before submitting their bids.

Bidders must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the Bidder's receipt of any addendum may result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF PROPOSALS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the

submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this IFB at any time.

6. MIMINUM IFB ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this IFB, the Bidder represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that Bidder any advantage over any other Bidder.

By submitting a proposal, the Bidder represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY BIDDERS

All expenses involved with the preparation and submission of the IFB to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Bidder(s).

9. BID OPENING

Bids will be opened and read immediately following bid deadline at the physical address stated in this document. A copy of the bid tabulation to the IFB will be posted on the County Website within three (3) days after the IFB has been opened.

10. OPEN RECORDS

All materials submitted in connection with this IFB will be public documents and subject to the O.C.G.A. § 50-18-71, Open Records Act and all other laws of the State of Georgia, and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent. Should you believe that your bid contains any trade secrets you must submit an affidavit, along with the bid/proposal, that states that specific portions of the bid/proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the bid/proposal containing any trade secrets. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

11. TAXES

Dawson County Government is tax exempt. The awarded Bidder will be responsible for all current and future taxes regarding each parcel sold by the BOC and purchased by the Bidder.

12. BIDDER INFORMATION

All submissions shall include a completed Bidder information form and current W-9.

13. GRATUITIES

Dawson County acknowledges that it may be customary to provide gifts to employees or departments. However, it shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a Conflict between their private interests and their public duties.

It shall be unethical for any person to offer, give, or agree to give any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept from any Bidder or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval, or recommendation concerning a solicitation.

## **SECTION II – GENERAL CONDITIONS**

A. PURPOSE

It is intended that the Property Description Section shall define and detail the surplus real Property, via legal description, which the county desires to sell.

B. SALE OF OBJECTIVE

To receive bids for the purchase of the real Property described below and sell such Property to the highest responsive Bidder in accordance with the terms and conditions of this Invitation for Bid. Bids and bid amounts will be obtained from interested Bidders. A reserve price for parcel will be listed on the Bidders Price Proposal Form. The Board did not place a reserve on the parcels included in this IFB-NOS.

C. PROPERTY DESCRIPTION:

PROPERTY “A”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The real Property is located along Ridge Road in Dawsonville, GA. The Dawson County Tax Records identifies this Property as Parcel #049-191 (hereinafter, referred to as the “Property”), consists of approximately 0.38 acres, and is more particularly described as:

All that tract or parcel of land lying and being in: Land Lot 671 of the 5<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, being Lot 166 of Fern Valley Forest Subdivision,

Section II, as per plat recorded in Plat Book 2, Page 225, Dawson County records, being described in Deed Book 451, Page 568, aforesaid records.

PROPERTY “B”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located along Ridge Road in Dawsonville, GA. The Dawson County Tax Records identifies this Property as Parcel #049 192 (hereinafter, referred to as the “Property”), consists of approximately 0.31 acres, and is more particularly described as:

All that tract or parcel of land lying and being in: Land Lot 671 of the 5<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, being Lot 167 of Fern Valley Forest Subdivision, Section II, as per plat recorded in Plat Book 2, Page 225, Dawson County records, being described in Deed Book 451, Page 568, aforesaid records.

PROPERTY “C”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located on Ridge Road in Dawsonville, GA. The Dawson County Tax Records identifies this Property as Parcel #049 193 (hereinafter, referred to as the “Property”), consists of approximately 0.28 acres, and is more particularly described as:

All that tract or parcel of land lying and being in: Land Lot 671 of the 5<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, being Lot 168 of Fern Valley Forest Subdivision, Section II, as per plat recorded in Plat Book 2, Page 225, Dawson County records, being described in Deed Book 451, Page 568, aforesaid records.

Completing the Bidder’s Price Proposal Form

- a. Bidders must provide pricing on the **Bidder’s Price Proposal Form** included in this document.

Payment

1. The county will accept cash, certified check(s), or wire transfer for payment of the Property. Payment must be made in U.S. Dollars.
2. The awarded Bidder will be required to make a non-refundable cash deposit per each Property awarded in the amount of 5% (five percent) of the contracted sales price within two (2) business days of receipt of the Notice of Award Letter in accordance with this Invitation for Bid. Payment should be sent to:

Dawson County Board of Commissioners  
ATTN: Vickie Neikirk, Chief Financial Officer  
25 Justice Way, Suite 2214



Dawsonville, GA 30534  
[vneikirk@dawsoncounty.org](mailto:vneikirk@dawsoncounty.org)

**D. CONTRACT ADMINISTRATION/NOTICES**

The project will be administered by the Purchasing Manager. All questions or notices concerning this invitation and all questions or notices arising subsequent to award are to be addressed as follows:

As to Dawson County/Seller:

Dawson County Purchasing Department  
Attn: Melissa Hawk  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534  
[mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

As to Buyer/Successful Bidder:

To the contact name and address listed on the Bidder's Bid Form submitted to Dawson County

Any notice required herein will be effective if given in writing and delivered personally, or sent by electronic mail, certified, registered or USPS Express Mail, to the receiving party at the mailing address identified on the Bidder's Bid Form.

**E. PROCEDURES AND MISCELLANEOUS ITEMS**

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this IFB should check the website before responding to this IFB.
2. All respondents to this IFB shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this IFB. The issuance of this IFB constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this IFB. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any Bidder submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this IFB is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this IFB or otherwise.
3. Any contract resulting from this IFB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Bidder shall comply with applicable federal, state, and local laws and regulations.

**F. PROPERTY EXAMINATION**

The Bidder is advised to examine the real estate Property and to inform himself/herself fully as to its conditions, value and other matters that may in any way affect the bid submission. Failure to examine the real estate Property will not relieve the successful Bidder of his obligation to honor the bid submitted.

G. DETERMINATION OF SUCCESSFUL BIDDER

The contract will be awarded to the highest responsible Bidder, if awarded.

a. Responsiveness

The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete proposal form without irregularities, excisions, special conditions, or alternative bids for any time unless specifically requested on the proposal form.

H. FINAL SELECTION

A contract for the purchase and sale of the Property will be awarded to the highest responsible Bidder whose bid conforms to this Invitation for Bid provided; however, the BOC reserves the right to reject any or all bids and/or to waive informalities and minor irregularities in all bids received. If Dawson County approves a bid and issues a Notice of Award based on a bid, the Bidder's Fee Form, along with this Invitation for Bid #399-21, the Representation Affidavit and the Oath shall form and constitute a binding contract for the purchase and sale to purchase the Property according to the terms of such documents. No contract shall be created unless Dawson County approves the sale and issues a Notice of Award to the successful Bidder. If Dawson County approves the sale and issues a Notice of Award, a written Notice of Award document will be electronically mailed to the successful Bidder within forty-five (45) days from the date of the BOC's award.

**SECTION III – GENERAL TERMS**

A. DEFINITION

Where used in this IFB, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Bid, or Bid Amount, or Bid Price – A binding offer by a Bidder to purchase the Property from the County for a specified amount set forth in a Bid Form in response to an Invitation for Bid.

Bidder – Any person, individual, partnership, association, corporation, governmental entity or a combination thereof, including joint ventures, offering a bid which confirms in a material respects to the requirements set forth in the Invitation for Bid.

Buyer, Successful Bidder, or Awarded Bidder - Any person, individual, partnership, association, corporation, governmental entity or a combination thereof, including joint ventures, whose bid is accepted by Dawson County for the purchase and sale of

Property and to whom a Notice of Award for the purchase and sale of the Property is issued.

Dawson County or County – The Dawson County Board of Commissioners (BOC).

Day. Calendar day.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the Owner.

Invitation for Bid (IFB) – Executed bidding documents, including documents attached or incorporated by reference, utilized for soliciting bids in accordance with the bidding procedure set forth herein.

Purchase Price, Sales Price or Sale Price – The bid amount submitted by a Bidder that is accepted by the County and upon which a Notice of Award is based.

Property – The Real Property as described in Property A, B, and C in Section C Property Description.

Sealed Bid – A written response in a sealed envelope or package to an advertised invitation.

Seller – Dawson County

**B. VERBAL AGREEMENTS**

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

**C. COMPLIANCE WITH LAWS**

The Bidder shall keep himself/herself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged in the purchase.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

**D. LAWS OF GEORGIA**

Any contract arising from this IFB shall be interpreted, construed and governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

E. CONDITIONS OF SALE

a. Closing – The awarded Bidder, if any, will be responsible for and shall be required to pay at closing all closing costs associated with the sale (which costs will not be credited towards the purchase price), including but, not necessarily limited to:

1. Any Georgia Property transfer tax;
2. All costs, fees and charges to insure title and obtain title insurance;
3. All costs, fees and charges to have the closing attorney search title and prepare the Limited Warranty Deed, owner's affidavit, any buyer's powers of attorney and any and all promissory notes, deeds to secure debt and other loan documents required by any lender providing financing in the transaction;
4. Property surveys, recording costs, courier fees, overnight delivery fees, document preparation fees, delivery, copying and handling charges and all other costs, fees, charges and amounts to otherwise close this transaction except as they relate to the clearance of title encumbrances and discharging liens.

At closing, Buyer will tender to the county the full purchase price for each Property to be acquired, less the deposit and county shall execute and deliver to Buyer the Limited Warranty Deed and any other certifications, affidavits, statements and documents that are reasonably required by Buyer at closing. The transaction shall be closed by a law firm or attorney experienced in real estate transactions selected and paid for by the awarded Bidder and which is agreeable to the county. The closing shall occur in Dawson County. Dawson County shall be entitled to the non-refundable cash deposit if this Agreement is terminated due to the default of the Buyer or due to the failure, inability or refusal of the Buyer to complete the purchase within the time and conditions set forth herein. In such event, the Seller may retain and keep such deposit in its entirety, which shall constitute liquidated damages in full settlement of all claims of the Seller. It is agreed to by parties that such liquidated damages are not a penalty and are a reasonable pre-estimate of the Seller's actual damages, which damages are difficult to ascertain. The awarded Bidder will be required to make a non-refundable deposit for each Property awarded in the form of cash, certified check or wire transfer in the amount of 5% (five percent) of the accepted bid amount within two (2) business days of receipt of the Notice of Award Letter in accordance with the directions therein.

- b. Reserve – The Board of Commissioners did not place a reserve on the parcels included in this IFB-NOS.
- c. Deposit – The successful Bidder must remit a non-refundable cash deposit for each Property awarded to Dawson County in the amount of 5% (five percent) of the purchase

price within two (2) days of the Notice of Award. The deposit shall be applied and credited to the purchase price of the Property at closing. However, if the sale of the Property to the successful Bidder is not consummated as provided for herein for any reason other than Dawson County's default hereunder or election not to proceed with the sale, Dawson County shall be entitled to retain the deposit as liquidated damages, as it would be impracticable and extremely difficult to ascertain the actual damages of Dawson County should the successful Bidder fail to complete the purchase of the awarded Property according to this Invitation for Bid. The liquidated damages represent a reasonable estimate of the damages that Dawson County will incur as a result of such failure. The payment of such liquidated damages is not intended to act as a forfeiture or penalty but, is intended to constitute liquidated damages to Dawson County.

- d. Condition – The Property is being sold as-is, where-is and with all faults. After closing, the sale is final. Bidders are hereby informed that the Seller is unaware of any latent defects in the Property and Dawson County makes no representations or warranties as to the condition of the Property or the serviceability or fitness of the Property for a particular use. Prior to bidding, Bidders, at their sole cost and expense and at their own risk, shall have the opportunity to inspect the Property and conduct any environmental tests and boundary surveys. Bidders are encouraged to obtain the services of a qualified and experienced professional to conduct inspections and/or tests prior to bidding. Bidders are solely responsible for any required remediation and/or resulting damages, include but, not limited to, any effects on health, due to a condition in, on or around the Property. The sale is not contingent upon a successful Bidder obtaining financing for the purchase of the Property.
- e. Termination – At any time, Dawson County shall have the unlimited rights, and at its complete discretion, to elect to terminate the sale of the Property and/or elect to deem any contract for the sale thereof created hereunder null and void and not close the transaction for any reason, and the parties shall be restored to their original positions as if the contract never existed. Should Dawson County exercise any such right under this paragraph (e), Dawson County shall return the deposit but, shall not be obligated to make other reimbursement or payment to the Bidder. In the event the contract is terminated by the Seller or the sale terminated hereunder, or in the event the Seller is otherwise unable to or elects not to proceed with the sale, the Seller's sole liability to the Bidder will be to return the Bidder's deposit, at which time the contract shall cease and terminate and the Seller and the Buyer shall have no further obligations, liabilities or responsibilities to one another.
- f. Title Defects – In the event that a title defect is discovered prior to the closing date, then Dawson County shall have the unlimited right and be entitled to a thirty (30) day extension within which to resolve any title exceptions or defects or other title issues which in any way impede or impair the county's ability to convey title as required herein. If, within such a period, the county determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the successful Bidder may elect to (1) take title to the subject Property in its then state, thereby waiving any title objections or (2) terminate the contract and receive a refund of the deposit, which shall be the successful Bidder's sole and exclusive remedy against the county for the county's inability or failure to deliver a clear and

marketable title. Under either circumstance, the Bidder fully releases Dawson County as fully set forth in Paragraph (g) contained herein.

- g. Indemnification and Hold Harmless – In consideration of the sale of the Property to the successful Bidder, and/or in consideration of \$1, the receipt of which is hereby acknowledged, upon the effective date of the contract, the successful Bidder shall release and agrees to indemnify, hold harmless and forever discharge Dawson County, as owner of the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities or causes of action of any kind or nature whatsoever that the successful Bidder has or may now have at any time in the future pertaining to, relating to, or arising from the Property, this Invitation for Bid, any bid submitted for the Property, any contract or agreement for the sale of the Property, and/or the sale of the Property or its condition. Bidder further expressly waives the (a) remedy of specific performance on account of Dawson County’s default under this Agreement for any reason and (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property purchased. This paragraph (g) and its provisions shall survive any termination of the contract or termination of the sale of the Property and shall also survive the closing and conveyance of the Property to the successful Bidder.
- h. Severability – If any provisions of this Invitation for Bid are determined to be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder hereof.
- i. Brokers and Agents – If any party hires, has hired, and/or uses any such broker or agent in connection with the Property purchased, the party hiring, employing and/or using such broker or agent shall be responsible for paying, outside of the closing, any and all costs or fees arising therefrom. Seller shall not be responsible for paying any costs or fees arising from any broker or agent of the successful Bidder or any other party.
- j. Affidavit and Oath – The Representation Affidavit of Bidder and the Oath forms of which are attached hereto and incorporated herein as Exhibits “A” and “B” respectively need to be completed by the Bidders and submitted along with its Bid. Bidders should complete and execute the affidavit and the oath but, shall not alter the terms thereof. Upon issuance of a Notice of Award, the completed affidavit and oath of the successful Bidder shall be incorporated into this Invitation for Bid by reference and become a part of the successful Bidder’s contract to purchase the Property.
- k. Headings – The headings in this Invitation for Bid have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Invitation for Bid.
- l. Heirs, Successors and Assigns – The terms of this Invitation for Bid, the Bidder’s Bid Form and any contract resulting therefrom shall be binding upon and inure to the benefit of the Buyer and Seller and their respective representatives, heirs, successors and assigns.



**#399-21 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC  
BIDDER'S INFORMATION**

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**FORM**

1. Legal Business Name \_\_\_\_\_

OR

Full Individual's Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_

(Association, Corporation, Partnership, Limited Liability Company, etc., if applicable)

5. Name & Title of Authorized Signer: \_\_\_\_\_

6. Primary Contact \_\_\_\_\_

7. Phone \_\_\_\_\_ Fax \_\_\_\_\_

8. E-mail \_\_\_\_\_

9. Company Website \_\_\_\_\_  
If applicable

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**#399-21 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC**  
**NOTICE OF SALE**  
**BIDDER'S PRICE PROPOSAL FORM**  
**(To Be Completed by the Bidder)**

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The undersigned agrees, if its bid is accepted, to remit a non-refundable cash deposit to Dawson County per each Property awarded in the amount of 5% (five percent) of the purchase price within two (2) days of Notice of Award. The full bid price of the successful bidder, less the deposit must be received at closing. Further, the undersigned agrees that he/she will comply with and be bound by the terms and conditions of this Bidders Price Proposal Form, the Invitation for Bid #399-21 including but not necessarily limited to the General Information, Instructions to Bidders and the General Terms and Conditions, the Representation Affidavit and the Oath. If Dawson County issues a Notice of Award based on this bid, the undersigned agrees and understands that this Bidder's Price Proposal Form, along with the documents listed above shall form and constitute a binding contract for the undersigned to purchase the Property according to the terms of such documents.

Please enter your best bid below for each Property for which you are interested. Bids will be considered non-negotiable as related to acceptance and resulting award. Please enter N/A on the properties in which you are not entering a bid.

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PROPERTY NAME	AMOUNT OF RESERVE
PROPERTY "A"	\$0.00
PROPERTY "B"	\$0.00
PROPERTY "C"	\$0.00

**PROPERTY "A" BID AMOUNT: \$** \_\_\_\_\_.

**PROPERTY "B" BID AMOUNT: \$** \_\_\_\_\_.

**PROPERTY "C" BID AMOUNT: \$** \_\_\_\_\_.

**Bidder's Price Proposal Form Continued on Next Page**





**#399-21 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC  
NOTICE OF SALE  
BIDDER'S PRICE PROPOSAL FORM – CONTINUED  
(To Be Completed by the Bidder)**

If the bid amount for Property “A”, Property “B”, and/or Property “C” is accepted or any combination of Property bids are accepted by Dawson County and a Notice of Award is issued by Dawson County on any combination of Property bids, this bid amount shall become the purchase and sale price for the Property as awarded and shall be the sum due to Dawson County by the undersigned Bidder to purchase the said Property.

If a Notice of Award is issued by Dawson County based on this bid, I acknowledge that the successful Bidder will bear all costs of closing (in addition to the bid amount), shall be responsible for submitting a non-refundable cash deposit to Dawson County in the amount of 5% (five percent) of each Property purchase bid amount within two (2) days of Notice of Award, and shall submit the full bid amount, less the deposit, to the county at closing. I further acknowledge that the closing is to be arranged by the Bidder and conducted by an attorney hired by the Bidder which is experienced in real estate matters and acceptable by Dawson County. I further acknowledge that the closing must take place in Dawson County, Georgia.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of the state and federal laws and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this and certify that I am authorized to sign this for the Bidder.

The undersigned individual(s) executing this Bid Form represents that he/she is either submitting this bid on his or her own behalf or is the legally authorized representative or agent of the person, individual, firm, company or governmental entity submitting this bid and that he/she has the full legal power and authority to sign this Bid Form, submit this bid on their behalf, and to consummate the transaction and purchase contemplated by this Bid Form and the Invitation for Bid, including submission of the purchase price at closing and execution of any certifications, acknowledgements and agrees that this bid will be binding and enforceable upon Bidder and that a legally binding agreement will be created if the bid is accepted by Dawson County and a Notice of Award is issued by Dawson County to the Bidder. The execution, delivery and performance of this Bid Form by the Bidder has been duly authorized and approved by all necessary action on the part of the Bidder.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Please mark as applicable:

This bid is being submitted by: an individual [\_\_\_\_]; or company, firm, corporation, association, partnership [\_\_\_\_] or governmental entity [\_\_\_\_].

**Bidder's Price Proposal Form Continued on Next Page**



**#399-21 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC  
NOTICE OF SALE  
BIDDER'S PRICE PROPOSAL FORM – CONTINUED  
(To Be Completed by the Bidder)**

If the Bid Form is submitted by a person in an individual capacity, please print the name(s) of the individual(s) submitting this Bid Form, provide the requested information and sign below to acknowledge and indicate your understanding of the terms of this Bid Form and agreement to be bound by its terms and conditions:

Individual Bidder:

Individual Bidder;

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number;

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If the bid is submitted by a company, firm, corporation, association, partnership or governmental entity, please print the name of the individual submitting the bid, provide the requested information and sign below to acknowledge and indicate your understanding of the terms of this Bid Form and agreement of behalf such company, firm, corporation, association, partnership or governmental entity to be bound by its terms and conditions:

Full Legal Name of company, firm, corporation, association, partnership or governmental entity submitting the bid: \_\_\_\_\_

(Print/Type Name)

**Bidder's Price Proposal Form Continued on Next Page**



**#399-21 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC  
NOTICE OF SALE  
BIDDER'S PRICE PROPOSAL FORM – CONTINUED  
(To Be Completed by the Bidder)**

Individual authorized to sign and act on behalf of company, firm, corporation, association, partnership or governmental entity: \_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**