

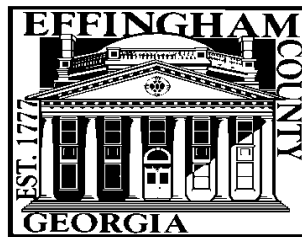
**INVITATION FOR SALE**

**ITB No. 17-003**

**SALE OF SURPLUS PECAN TREES**

**BY THE**

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**



**Invitation Date:** July 20<sup>th</sup>, 2016

**Date Bid Closes:** August 10<sup>th</sup>, 2016 at 10.00am (local time)

**Location of Bid Opening:** 601 North Laurel Street, Springfield, GA 31329

**Purchasing Contact Information:** Fiona Charleton, Purchasing Agent  
[fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)  
601 North Laurel Street  
Springfield, GA 31329  
Tel: 912-754-2159 Fax: 912-754-8413

## Section 1 – Introduction

Effingham County Board of Commissioners are accepting sealed bids from respondents interested in purchasing pecan trees located on the County’s “Proposed Recreation Complex Property” in accordance with the specifications, terms and conditions shown in this invitation for the sale of surplus property.

A total of eighteen (18) pecan trees are available for purchase.

The successful respondent(s) shall be responsible for the extraction/removal and transportation of the trees, and clean up associated with the extraction/removal of the trees. Stumps can remain.

All pecan trees sold must be completely removed from the site no later than **5.00pm (local time) Friday September 2<sup>nd</sup>, 2016**. If the trees are not removed by **5.00pm (local time) Friday September 2<sup>nd</sup>, 2016**, the successful bidder agrees to forfeit all rights to the trees back to the County.

The property is located at 1750 Hwy 21 S, Springfield, GA 31329.

## Section 2 - Instructions to Bidders

### 1. General Information

- a. The Bid Document: This invitation to bid can be downloaded from the Effingham County website, [www.effinghamcounty.org](http://www.effinghamcounty.org), under the Purchasing Tab. This package is also available at the Administrative Complex, 601 North Laurel Street Springfield, GA 31329 in the Purchasing Office.
- b. Bid Contact:  
Fiona Charleton, Purchasing Agent  
601 North Laurel Street  
Springfield, GA 31329  
Email: [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)  
Phone: 912-754-2159 Fax 912-754-8413

### 2. Scope

The highest bidder will have the option of purchasing all eighteen (18) trees. Should the highest bidder choose not to purchase all eighteen (18) trees, the next highest bidder will have the option of purchasing the remaining trees. This process will be completed until all trees have been sold.

### 3. Terms and Conditions Applicable to Sale

- a. The property is being offered and will be sold “as is”, “where is” and “with all faults”.
- b. Any and all property inspections must be completed before the date of the bid opening.

### 4. Property Inspection:

Bidders can inspect the trees at 1750 Hwy 21 S, Springfield, GA 31329. Bidders inspect the trees at their own risk.

### 5. Questions and Answers

Any questions regarding the bid documents or the bid process that are not answered in the invitation to bid shall be directed in writing to the Purchasing Agent. Questions may be emailed to [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org), or faxed to 912-754-8413. Responses will **only** be made to written questions, and will be made in writing. No responses will be given to verbal questions.

**The only official answer or position of Effingham County will be the one stated in writing.**

ITB No. 17-003 – Sale of Surplus Pecan Trees

6. Preparation and Submission of Sealed Bids

Bid forms must be submitted in accordance with the following instructions:

- a. Bidders shall submit one (1) original Bid. A completed Bid consists of the following documents listed below, duly executed as appropriate:
  - Bid Schedule – must use form attached
  - Notarized Non Collusion Affidavit – form attached
  - Notarized Hold Harmless Agreement – form attached
- b. Documents shall be signed and dated in blue ink. All blank spaces must be typed or handwritten in blue ink. Any corrections to any entry must be lined out and initialed by the Bidder. Use of correction tape or fluids is prohibited.
- c. Bids must be submitted in sealed opaque envelope and plainly marked **ITB No. 17-003 – Sale of Surplus Pecan Trees.**
- d. Bids can be mailed to or hand delivered to the address on the cover page of this ITB.

7. Withdrawal of Bids – Bids may not be withdrawn once they have been received and opened by the County.

8. Bid Closing

The bid closes on **Wednesday August 10<sup>th</sup> at 10.00am (local time).** Any bid received after the stated date and time shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered on or before the stated date and time. If a bid is sent by the U.S. mail, or by any courier delivery service the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed for any reason will not be considered or opened, and will be returned to the bidder at their request and expense.

9. Right to Reject Bids

The County reserves the right to reject any and all bids. Any and all bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation to Bid.

10. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and policies of Effingham County shall apply.

11. Basis of Award

The award shall be made to the highest bidder. All bids may be rejected if they are deemed in the judgment of the Purchasing Agent to be non-responsive to the Invitation to bids.

The winning bidder(s) will be informed as soon as the bids have been tabulated – no later than close of business on **Wednesday August 10<sup>th</sup>, 2016.**

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ITB No. 17-003 – Sale of Surplus Pecan Trees

**Bid Schedule**

Bid Number: ITB No. 17-003 – Sale of Surplus Pecan Trees

Bidder's Name or Legal Business Name: \_\_\_\_\_

Description	Amount	UOM	Bid Price	TOTAL
Pecan Tree #1	1	EA	\$	\$
Pecan Tree #2	1	EA	\$	\$
Pecan Tree #3	1	EA	\$	\$
Pecan Tree #4	1	EA	\$	\$
Pecan Tree #5	1	EA	\$	\$
Pecan Tree #6	1	EA	\$	\$
Pecan Tree #7	1	EA	\$	\$
Pecan Tree #8	1	EA	\$	\$
Pecan Tree #9	1	EA	\$	\$
Pecan Tree #10	1	EA	\$	\$
Pecan Tree #11	1	EA	\$	\$
Pecan Tree #12	1	EA	\$	\$
Pecan Tree #13	1	EA	\$	\$
Pecan Tree #14	1	EA	\$	\$
Pecan Tree #15	1	EA	\$	\$
Pecan Tree #16	1	EA	\$	\$
Pecan Tree #17	1	EA	\$	\$
Pecan Tree #18	1	EA	\$	\$
<b>Total bid amount :</b>			\$	

In submitting this bid, the bidder acknowledges the following:

- The highest bidder will have the option of purchasing all eighteen trees. Should the highest bidder choose not to purchase all eighteen trees, the next highest bidder will have the option of purchasing the remaining trees. This process will be completed until all trees have been sold.
- Bids may not be withdrawn once they have been received and opened by the County.
- The property is being sold “as is” “where is” and “with all faults”
- Any and all property inspections should be completed before the date of the bid opening.
- Funds shall be collected from the successful bidder in the form of cash, cashier’s check or bank issued check.
- Once funds have been received by the County, the successful bidder can arrange collection of the property through the purchasing office.
- All pecan trees sold must be completely removed from the site no later than **5.00pm (local time) Friday September 2<sup>nd</sup>, 2016**. If the trees are not removed by **5.00pm (local time) Friday September 2<sup>nd</sup>, 2016**, the successful bidder(s), by signing below agrees to forfeit all rights to the tree(s) back to the County.

Bidders Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bidders Title (if appropriate): \_\_\_\_\_

Bidders Address: \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF EFFINGHAM

**NON-COLLUSION AFFIDAVIT OF  
BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Effingham County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same property, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), it has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatsoever nor has Affiant caused or induced another to withdraw a bid or offer.

\_\_\_\_\_  
(BIDDER NAME - PRINTED)

\_\_\_\_\_  
(BIDDER SIGNATURE)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

BY: \_\_\_\_\_

(WITNESS NAME - PRINTED)

(WITNESS SIGNATURE)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH**

**Hold Harmless Agreement (page 1)**

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on \_\_\_\_\_ by and between the Effingham County Board of Commissioners (hereinafter, "ECBOC"), of 601 N.Laurel Street, Springfield, Georgia 31329 and \_\_\_\_\_ (bidder) of \_\_\_\_\_ (address). Effingham County Board of Commissioners and \_\_\_\_\_ (bidder) are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

**WHEREAS**, \_\_\_\_\_ (bidder) desires to hold harmless ECBOC from any claims and/or litigation arising out of \_\_\_\_\_ (bidder) actions in connection with the removal of \_\_\_\_\_ pecan tree(s) located at 1750 Hwy 21 S, Springfield, GA

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, ECBOC and \_\_\_\_\_ (bidder) hereby agree as follows:

**TERMS**

1. **Hold Harmless.** \_\_\_\_\_ (bidder) shall fully defend, indemnify, and hold harmless ECBOC from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of \_\_\_\_\_ (bidder) , its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to ECBOC for all legal fees, expenses, and costs incurred by it.
2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written,

**Hold Harmless Agreement (page 2)**

construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Georgia law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Georgia law.

- 8. **Applicable Law.** This Agreement shall be governed exclusively by the laws of Georgia, without regard to conflict of law provisions.
- 9. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Georgia, Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

\_\_\_\_\_  
(BIDDER NAME - PRINTED)

\_\_\_\_\_  
(BIDDER SIGNATURE)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

BY: \_\_\_\_\_  
(WITNESS NAME - PRINTED)

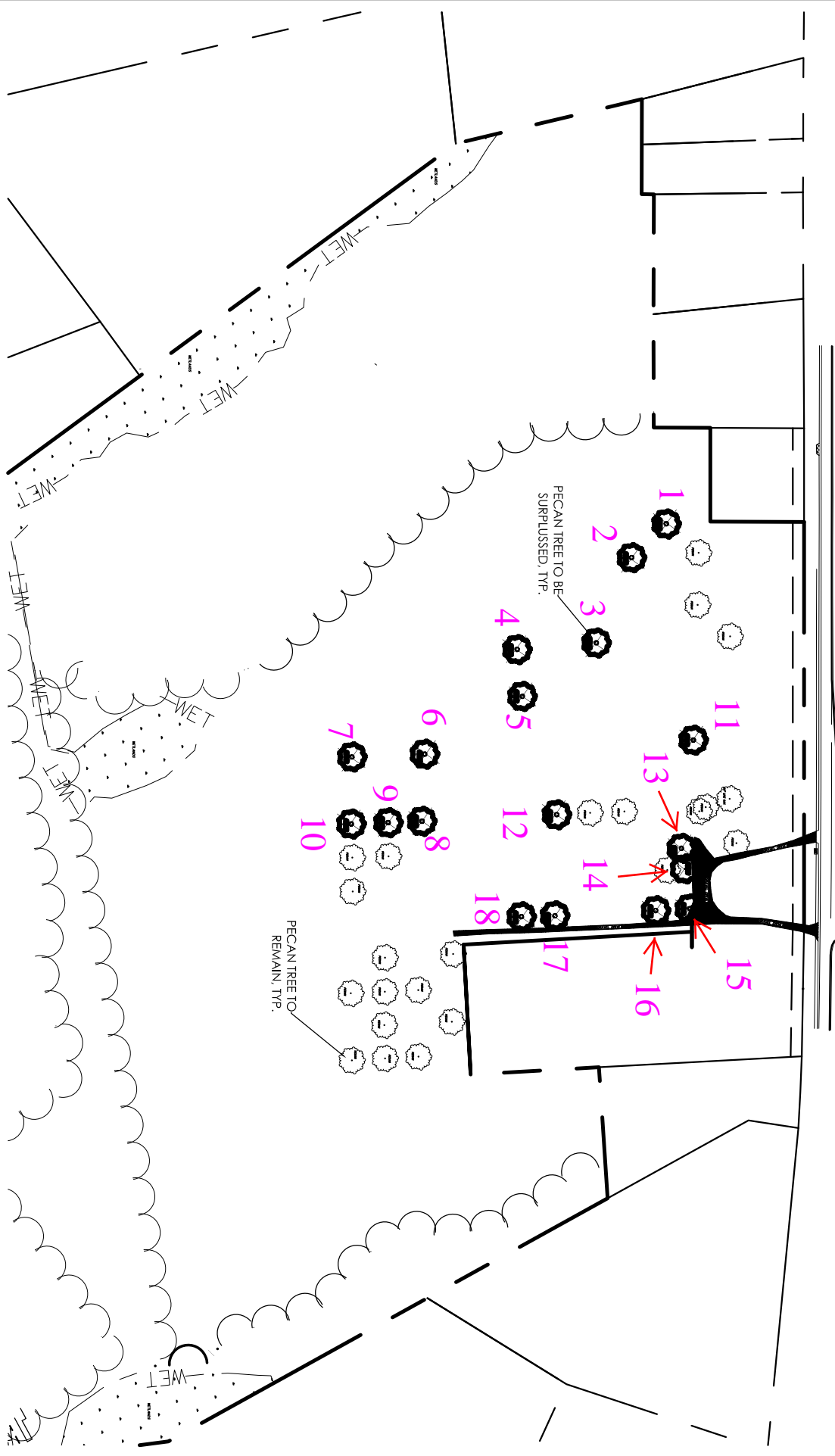
\_\_\_\_\_  
(WITNESS SIGNATURE)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

SR 21 EAST BOUND - 185' R/W



**EFFINGHAM  
COUNTY BOARD  
OF  
COMMISSIONERS  
ENGINEERING**

601 N LAUREL STREET  
SPRINGFIELD, GA 31329  
PH: (912) 754-8064

**PROPOSED RECREATION FACILITY**

EXHIBIT FOR  
**PECAN TREE SURPLUS**

Prepared for:  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

PROJECT NO.:	14-016
DRAWN BY:	ATA
DESIGNED BY:	ATA
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	ATA
SCALE:	N.T.S.
DATE:	7/19/2016