

INVITATION FOR SALE BY SEALED BID

**SB No. 17-024
MAP 429A-18A
APPROXIMATELY 5.168 ACRES**

**PROPERTY ALSO IDENTIFIED AS
2720 HIGHWAY 21 SOUTH
RINCON, GA 31326**

FOR

EFFINGHAM COUNTY BOARD OF COMMISSIONERS



Invitation Date: June 2, 2017
Date of Bid Opening: July 25, 2017
Time of Bid Opening: 10.00 a.m. (local time)
Location of Bid Opening: 601 North Laurel Street, Springfield, GA 31329
Purchasing Contact Information: Fiona Charleton, Purchasing Agent
fcharleton@effinghamcounty.org
601 North Laurel Street
Springfield, GA 31329
Tel: 912-754-2159 Fax: 912-754-4157

Section 1 - Instructions to Bidders

Effingham County Board of Commissioners invites sealed bids for the sale of County-owned real property located at 2720 Highway 21 South, Rincon, GA 31326, known as SB No. 17-024.

1. Description of Property - Map and parcel 429A-18A, consisting of approximately 5.168 acres.
2. General Information
 - a. The Bid Document: This invitation for Sale by Sealed Bid and supporting documents can be downloaded from the Effingham County website, www.inghamcounty.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@inghamcounty.org
Phone: 912-754-2159 Fax 912-754-8413
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” and will be conveyed by quit claim deed only.
 - b. At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Effingham County Board of Commissioners in the amount of 10% of the bid amount. The earnest money of all unsuccessful bidders shall be immediately returned upon completion of the bid evaluation and acceptance by the Board of Commissioners.
 - c. At the time of submission of the offer, the Bidder must provide evidence of availability of funds from a banking institution (Proof of Funds). A mortgage or loan commitment does not constitute Proof of Funds for purposes of this transaction.
 - d. Any and all due diligence and property inspections must be completed before the date of the bid opening.
 - e. Funds shall be collected from the Successful Bidder at the closing in the form of a cashier’s check, wire transfer or bank issued check.
 - f. All closing costs, including the County’s closing attorney’s fees, shall be borne by the successful Bidder and shall be paid at closing. The successful bidder can

select the closing attorney of their choice. Closing by attorney may not be required if all cash sale.

4. Property Inspection: **Tuesday July 11, 2017 at 10.00am (local time)**

The Property Inspection is the opportunity for bidders to inspect the property. A representative of the County will be on hand to discuss the bid and required documents and to answer questions concerning the property. Verbal responses to questions posed during the property inspection shall not bind the County. Written questions must be submitted per paragraph 5 below. The official position of Effingham County shall only be reflected in the invitation for Sale by Sealed Bid, and in any written addenda thereto.

5. Questions and Answers

Any questions regarding the bid documents or the bid process that are not answered in the invitation for Sale by Sealed Bid shall be directed in writing to the Purchasing Agent no later than **2.00pm (local time) Friday July 14, 2017.** Inquiries may be hand delivered, emailed or faxed. No response will be given to inquiries received after **2.00pm (local time) Friday July 14, 2017.** Contact information is listed on the title page of this Invitation.

The County's answers to duly initiated inquiries will be in the form of written Addenda to the Invitation to Bid. Addenda will be posted on the Effingham County website www.effinghamcounty.org, under the purchasing tab before close of business on **Wednesday July 19, 2017.** Bidders should check the County's website prior to preparing a bid for any addenda that may have been posted. No verbal response will bind the County. Only the County's written communications (This invitation and any Addenda) constitute an official response.

6. Preparation and Submission of Bids

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

a. Bidders shall submit one (1) original Bid for each property. A completed Bid consists of the following documents listed below, duly executed as appropriate:

- Bid Schedule – must use form attached
- Real Estate Sales Contract – must use form attached
- Non-collusion Affidavit – must use form attached
- Proof of Funds
- Earnest Money Deposit
- Evidence of Authority to sign – when applicable

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.

Dollar amounts should be in words AND represented numerically. The written words will control if there is a discrepancy.

- c. If the Bidder is a company or organization, bids shall be signed by hand by an officer or principal of the Bidder with the authority to execute a Real Estate Sales Contract. Joint ventures, consortia, associations or partnerships shall be treated the same. Evidence of the signatory's authority to sign and a listing of the full names and addresses of all partnerships in the joint venture, consortium, association or partnership shall be attached to the Bid submittal.

- d. Bids must be sealed and clearly marked with the bidders name and address and the following identification:

SB No. 17-024 Surplus Land for sale by Sealed Bid, 2720 Highway 21 South, Rincon, GA 31326. Map 429A-18A

- e. Bids shall be addressed and delivered to:
Effingham County Purchasing Department
601 North Laurel Street
Springfield, GA 31329

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

8. Bid Opening

Bids shall be opened publically on **Tuesday July 25, 2017 at 10.00 a.m. (local time)** at the place and date found on the cover page of this invitation. The name of each bidder and the amount of each bid shall be read aloud.

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 and cancel the sale at any time prior to closing.

Any and all bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sale by Sealed Bids.

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 responsive and responsible bidder, subject to County's right to reject any and all bids or cancel any proposed sale. All bids may be rejected if they are deemed in the judgment of the Purchasing Agent to be non-responsive to the Invitation for Sale by Sealed Bids.

Responsive Bidder: The evidence submitted by the bidder shall satisfy the County that the bidder has the capacity to complete the purchase of the property.

Responsible Bidder: A bidder shall submit a complete Bid that includes all documents as set forth herein, and any pertinent Addenda, without irregularities, exclusions, special conditions, or alternatives unless specifically requested in the invitation.

12. Return of Earnest Money to Unsuccessful Bidders

Upon completion of the Bid Evaluation by the Purchasing Agent and acceptance by the Board of Commissioners, all bidders shall be notified that a Successful Bidder has been selected. At that time, return of the earnest money shall be made to all unsuccessful bidders by certified mail.

13. Notice of Award and Closing

Upon completion of the bid evaluation by the Purchasing Agent and acceptance by the Board of Commissioners, the Purchasing Agent shall send the Successful Bidder a Notice of Award and request the preparation of a quit claim deed by the closing attorney.

Once the quit claim deed has been prepared the closing attorney will provide instructions to the Successful Bidder in all matters relating to the closing, including time and date of the closing, and the type and amount of funds to be collected at the closing.

Upon the proper closing of the transaction, the Purchasing Agent or County Clerk will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk of Effingham County.

14. County's Rights Upon Failure of Successful Bidder to Close

In accordance with the provisions of this Invitation, the County shall, as may be deemed necessary, pursue its rights upon the failure of the Successful Bidder to close the transaction for which Notice of Award has been made. If for any reason, the Successful Bidder fails to close within 45 (forty-five) days of the Notice of Award, i.e. fails to render full payment, such failure shall be construed as refusal to pay the consideration due under the terms of the Real Estate Sales Contract and Invitation for Sale by Sealed Bid and as a refusal to accept the County's deed. The

County shall, at its option, retain the earnest money deposit and have the right to pursue any and all remedies available to it at law or in equity, including but not limited to the right to specific performance. If the County is successful in enforcing its right to specific performance, the County may demand that the Successful Bidder pay the County's attorney's fees related to the enforcement of the Real Estate Sales Contract.

15. Successful Bidder's Rights Upon Failure of the County to Close

Subject to the County's rights to reject any and all bids, the County shall tender a duly executed quit claim deed conveying the land or interest in real property offered by it for sale within 45 (forty-five) days after Notice of Award to the Successful Bidder. Failure by the County to close and deliver such quit claim deed within the 45 (forty five) day period shall entitle the Successful Bidder to refuse to close the transaction by giving written notice of such action to the Purchasing Agent. Upon receipt of such written notice of refusal, the County shall cancel the transaction and return all Earnest Money to the Successful Bidder. Neither the County nor the Successful Bidder shall be liable to any party in respect as a result of such refusal to close the transaction under this circumstance.

16. All Cash Sale

In the event that the Successful Bidder has sufficient funds on hand to provide for an all cash sale, a closing may not be required. The deed will be delivered upon the exchange of funds and any attorney's fees, not to exceed \$500, will be the responsibility of the Successful Bidder. The maximum attorney's fees are only capped for an all cash sale.

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Bid Schedule

Bid Number: SB 17-024
2720 Highway 21 South – Map: 429A-18A

Bidder’s Name or Legal Business Name: _____

My Bid to Purchase this property is \$_____ (dollar amount in numbers)

\$_____ (dollar amount in words)

I have enclosed my earnest money deposit in certified funds in the amount of \$_____, which is equal to 10% of my bid amount.

In submitting this bid, the bidder acknowledges the following:

- Sale will be to the highest responsive and responsible bidder, subject to County’s right to reject any and all bids or cancel any proposed sale.
- 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” and will be conveyed by Quit Claim Deed only.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Effingham County in the amount of 10% of the bid amount.
- At the time of submission of the offer, the Bidder must provide evidence of availability of funds with an irrevocable letter of availability of funds from a banking institution (Proof of Funds).
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for due diligence period once bids have been opened
- Funds shall be collected from the Successful Bidder in the form of cash, cashier’s check, wire transfer or bank issued check
- All closing costs, including the County’s closing attorney’s fees shall be borne by the Bidder and shall be paid at closing
- Successful Bidder must close on property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sale by Sealed Bid.

Bidders Address: _____

Phone: _____ Email Address: _____

Bidders Title (if appropriate): _____

Bidders Signature: _____ Date: _____

Real Estate Sales Contract

1. The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:
2. All that tract or parcel of land lying and being in Land Lot(s) **Map and parcel 429A-18A consisting of approximately 5.168 acres (2720 Highway 21 South)**, together with all improvements, appliances, lighting fixtures, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto; also all plants, trees and shrubbery now on the premises (collectively the "Property").
3. Purchaser agrees to pay Seller at closing the purchase price of the Property of _____ (\$ _____) in cash, wire transfer, or bank loan. Purchaser shall pay all closing costs. Closing shall occur within forty-five (45) days from the date of this Contract.
4. Earnest Money. A good faith deposit of US Dollars in certified funds in the amount of (10% of the bid amount) is herein paid as a part of this Bid and shall be treated as Earnest Money. The amount of the good faith Earnest Money deposit shall be applied toward the Purchase Price at closing. *Disbursement of Earnest Money:* Effingham County may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (v) if the Contract has been terminated or Closing has failed to occur, no more than forty-five (45) days after the date of the Notice of Award, Effingham County shall notify all parties of its disbursement decision. Upon receipt of said decision, the buyer shall have ten (10) days to object to the disbursement. After receipt of a party's objection, Effingham County may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.
5. Seller will convey to Purchaser title to the Property by Quit Claim Deed.
6. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this agreement shall be executed and delivered by such parties at or before the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.
7. This sale is "AS IS, WHERE IS AND WITH ALL FAULTS" with regard to the condition of the Property. Should the Property be destroyed or damaged before this agreement is consummated, then at the election of the Purchaser, this agreement may be canceled.
8. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitutes the sole and entire

agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. Any representation, promise, or inducement not included in this agreement shall not be binding upon any party hereto. Typewritten or handwritten provisions, riders and addenda shall control over all printed provisions of this agreement in conflict with them.

9. **Seller and Purchaser each represent to the other that there are no brokers involved in this transaction. Each party represents to the other that it has dealt with no broker, and will indemnify and hold the other party harmless from any and all claims for brokers' commissions arising from its actions. No real estate broker shall have authority to bind any party hereto with respect to this Agreement.**
10. There shall be no proration of property taxes.
11. This transaction shall be closed by a law firm selected by Purchaser.
12. This instrument is signed, sealed and delivered by the parties and the date of last execution as shown below shall be the "Effective Date" of this Agreement.

This instrument is signed, sealed and delivered by the parties and the date of last execution as shown below shall be the "Effective Date" of this Agreement.

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SELLER

Signed, sealed and delivered this _____ day of _____, 2017 in the presence of:

Board of Commissioners of Effingham County, Georgia

Witness By: _____
Wesley Corbitt, Chairman

Notary Public Attest: _____
Stephanie Johnson, Clerk

[Notary Seal]

PURCHASER(S)

Print Name Here

Signature

Street Address

City/State/Zip

Telephone and Email

Date of Execution

**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), 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 whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

(BIDDER OR COMPANY NAME)

By its: (TITLE/AUTHORITY)

Sworn to and subscribed before me this _____ day of _____, 20__.

By: _____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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.

Legal Description

One parcel containing approximately 5.168 acres and located at the intersection of Highway 21 South and Rahn Station Road. The legal description of the property is as follows:

All that certain tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia containing 5.168 acres, more or less, and being more particularly described as follows:

From a point located on the south west corner of the intersection of the rights of way of Rahn Station Road and Georgia Highway #21, **Said point being the Point of Beginning,**

From the Point of Beginning, South 30°43'17" East for a distance of 877.62 feet to a point; thence proceed South 14°16'43" West for a distance of 56.57 feet to a point; thence proceed South 59°16'43" West for a distance of 24.00 feet to a point; thence proceed North 30°43'17" West for a distance of 55.30 to a point, thence proceed to a curve turning to the left, having a radius of 240.00 feet, and whose long cord bears North 58° 37' 29" West for a distance of 224.63 feet to a point of intersection with a tangential line, thence proceed North 86°31'40" West for a distance of 347.22 to a point, thence proceed North 03°28'20" East for a distance of 202.43 to a point, thence proceed North 30°40'51" East for a distance of 426.60 to a point, thence proceed North 85°50'26" East for a distance of 113.51 to a point, **said point being the Point of Beginning.**

Said parcel of land being bounded on north by Rahn Station Road, on the east by Georgia Highway #21, on the south by a private drive and on the west by lands now or formerly of Penelope A. Scarpucci and by lands now or formerly of Barton A. Alderman.

Said tract of land as shown and more particularly described on that certain map or plat by Thomas W. Hurley, Georgia R.L.S. No. 2468, dated May 03, 2017, and recorded in Plat Cabinet ____, Slide ____, in the Office of the Clerk of Superior Court, Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof. Subject to covenants, restrictions and easements of record.

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SB No. 17-024 – Surplus Land for sale by Sealed Bid - 2720 Highway 21 South, Rincon, GA 31326. Map 429A-18A

LEGAL NOTICE

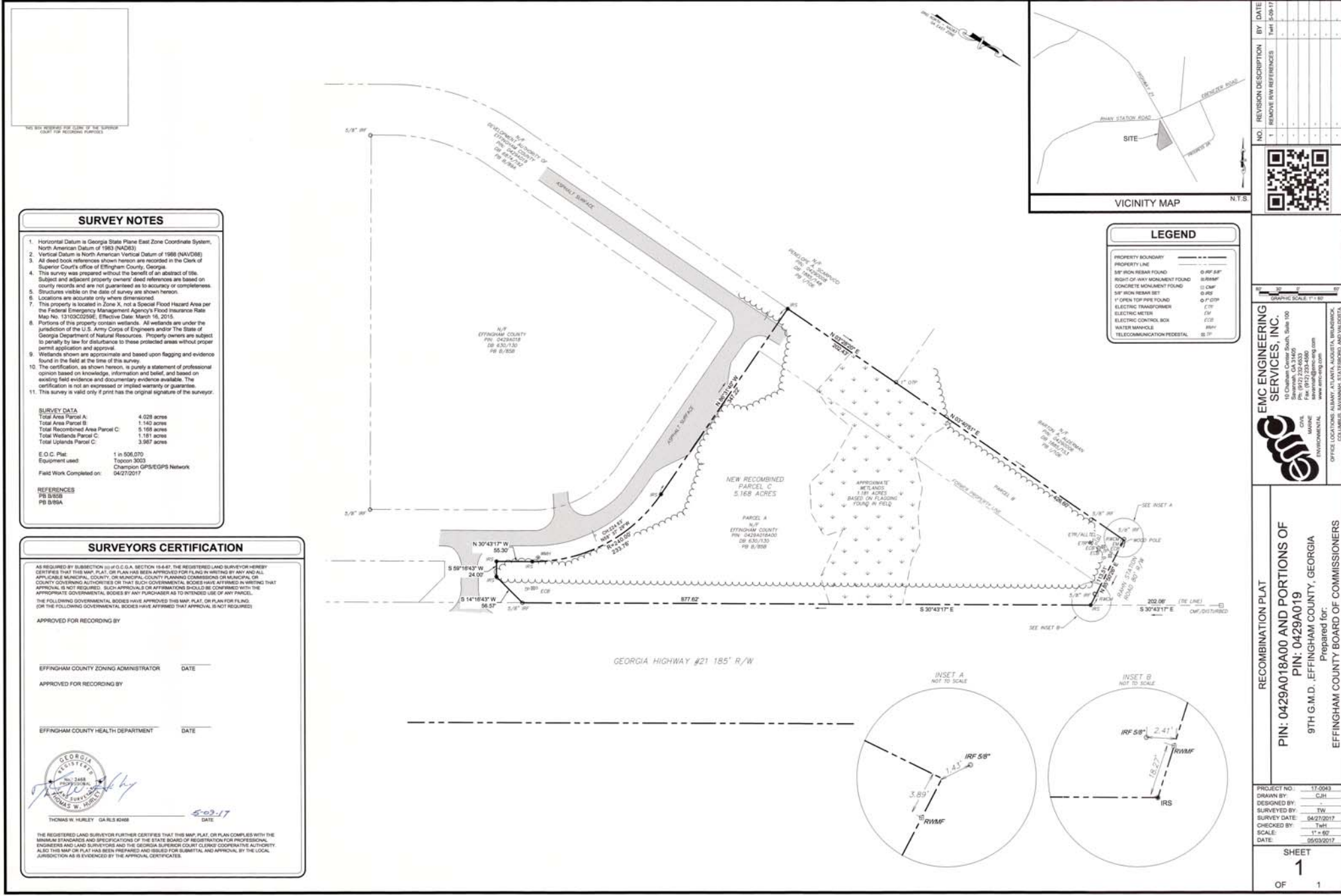
INVITATION FOR SALE BY SEALED BID

SB No. 17-024
Map 429A-18A
Approximately 5.168 Acres

Effingham County Board of Commissioners will be accepting sealed bids until **10.00am (Local Time), Tuesday 25 July, 2017** at the Effingham County Administrative Complex, 601 North Laurel Street, Springfield, GA 31329 for **SB No. 17-024 – Surplus Land for sale by Sealed Bid - 2720 Highway 21 South, Rincon, GA 31326. Map 429A-18A.** Approximately 5.168 acres.

Bid packages and instructions are available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: fcharleton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS / PROPOSALS AND TO WAIVE ALL FORMALITIES. “EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H/V; ALL PROPOSERS ARE REQUIRED TO BE EQUAL OPPORTUNITY EMPLOYERS”.



EMC ENGINEERING SERVICES, INC.
 15 Cherokee Center South, Suite 100
 Savannah, GA 31405
 Phone: (912) 233-6500
 Fax: (912) 233-6500
 www.emc-eng.com
 emc@emc-eng.com

RECOMBINATION PLAT
 PIN: 0429A018A00 AND PORTIONS OF
 PIN: 0429A019
 9TH G.M.D., EFFINGHAM COUNTY, GEORGIA
 Prepared for:
 EFFINGHAM COUNTY BOARD OF COMMISSIONERS

PROJECT NO.: 17-0043
 DRAWN BY: CHM
 DESIGNED BY: RW
 SURVEY DATE: 04/27/2017
 CHECKED BY: TWH
 SCALE: 1" = 60'
 DATE: 05/09/2017

SHEET
1
 OF 1