



INVITATION TO BID

PROPOSED SALE OF 2.71 ACRES OF REAL PROPERTY KNOWN AS 1035 MONTICELLO HIGHWAY, GRAY, GA 31032

Issue Date: Thursday, October 1, 2020

**JONES COUNTY BOARD OF COMMISSIONERS
166 INDUSTRIAL BLVD./P.O. BOX 1359
GRAY, GA 31032
PHONE: (478) 986-6405
ATTN: JASON RIZNER, COUNTY ADMINISTRATOR**

PROPOSALS WILL BE RECEIVED UNTIL 3:00 P.M. ON OCTOBER 19, 2020

BIDS ARE TO BE SEALED AND MAILED VIA USPS, FEDEX OR UPS TO THE ABOVE ADDRESS OR HAND DELIVERED TO THE COUNTY ADMINISTRATOR'S OFFICE LOCATED IN THE JONES COUNTY GOVERNMENT CENTER AT 166 INDUSTRIAL BLVD., GRAY, GA 31032. BIDS SHOULD BE SENT TO THE ATTENTION OF JASON RIZNER, COUNTY ADMINISTRATOR AND MARKED "BID - 1035 MONTICELLO HIGHWAY"



In accordance with O.C.G.A. § 36-9-3(a), Jones County, Georgia (the "County") invites members of the general public to submit sealed bids for the purchase of County-owned real property located at 1035 Monticello Highway, Gray, Georgia (the "Property").

A. Description of Property

- a. The parcel is an improved lot located at 1035 Monticello Highway in Jones County and is approximately 2.71 acres. It has been carved out of a larger parcel owned by the Jones County Board of Commissioners that consists of an Animal Shelter and a Convenience Center. The building on the site was previously used as a school and, more recently, has been used as an auction house. At the present time, the auction is still functioning and utilizing the building. The existing lease is set to expire on October 31, 2020. A recording of the Property may be found in the Jones County Superior Court records at Plat Book 23 Page 270. The Parcel ID No. is awaiting assignment.

B. General Information

- a. This invitation for sealed bids and supporting documents are available on the Jones County Website by clicking on the "County Bids" button on the home page. You may also access it via the following link:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=5636c6c3-4712-4654-a2fe-acc65e5431cf>.
- b. Inquiries regarding bid requirements shall be submitted via email and directed to:

Leslie Faulk
Leslie.faulk@jonescountyga.org

C. 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. Further, the Property will be sold under the terms and conditions of a Real Estate Sales Contract executed by the County and the successful bidder. Said Contract shall contain covenants and obligations that may survive the execution and delivery of the Quit Claim Deed and the closing of the Property.
- b. At the time of the submission of the offer, the Bidder must submit earnest money in certified funds made payable to the County in the amount of 10 percent of the bid amount. (The earnest money of all unsuccessful bidders shall be returned immediately upon the completion of the bid evaluation and acceptance by the County).



- c. At the time of the 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 as no provision is made for a due diligence period once bids have been opened.
- 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 certified 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 be not be required if the transaction is an all-cash sale.

D. Property Tour

- a. The County will host a property tour from 4:00 p.m. until 5:00 p.m. on October 12, 2020. The tour is the opportunity for bidders to walk the Property. A representative of the County will be on hand to discuss the bid process and required documents and to answer questions concerning the Property. Note, however, that verbal responses to questions posed during the property inspection shall not bind the County. Written questions must be submitted as directed below. The official position of the County shall only be reflected in this Invitation for Sealed Bids and in any written addenda thereto.

E. Preparation and Submission of Bids

- a. Bidders should submit one (1) original bid and it must be submitted in accordance with the following instructions:
 - i. Include in the bid:
 - 1. Bid Schedule (must use the form attached)
 - 2. Real Estate Sales Contract (must use the form attached)
 - 3. Non-collusion Affidavit (must use the form attached)
 - 4. Proof of Funds
 - 5. Earnest Money Deposit
 - 6. 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. All dollar amounts must be in both words and figures. In the event of a discrepancy, bid amounts written in words shall prevail over the amount



written in figures. Any corrections to any entry must be lined out and initialed by the Bidder. The use of correction tape or fluids is prohibited.

- c. In cases where 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 participants in the joint venture, consortium, association or partnership shall be attached to the Bid submittal, together with either (i) a copy of LLC certification of organization and operating agreement or resolution showing the signer's authority to sign and bind the Bidder, or (ii) a copy of the certificate of incorporation of the corporate Bidder and a corporate resolution designating officers with authority to sign and bind such corporate Bidder.
- d. Bids must be sealed and clearly marked with the Bidder's name and address and the following identification: "Bid – 1035 Monticello Highway."
- e. Bids shall be addressed and delivered to:
 - i. Jason Rizner, County Manager
Jones County Government Center
166 Industrial Boulevard
Post Office Box 1359
Gray, Georgia 31032

F. Withdrawal of Bids

- a. Bids may not be withdrawn once they have been received and opened by the County.

G. Bid Opening

- a. Bids shall be opened publically at 3:00 p.m. on October 19, 2020 at the location identified on the coverage page of this Invitation for Sealed Bids. The name of each Bidder and the amount of each bid shall be read aloud.
- b. Any bid received after 3:00 p.m. on October 19, 2020 shall not be considered. Bids must be mailed or delivered to the County Administrator's Office. Bids submitted by fax or email will not be accepted. It shall be the sole responsibility of the bidder to have his/her bid delivered to the County Manager's Office on or before the stated date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the County Administrator's Office. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return to the bidder upon his/her request and at his/her expense.



H. Right to Reject Bids

- a. The County reserves the right to reject any and all bids and to 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 Sealed Bids.

I. Applicable Law

- a. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the County shall apply.

J. Basis of Award

- a. The award shall be made in accordance with the provisions of the Invitation for Sealed Bids. The award shall be made to the most responsive and responsible bidder. All bids shall be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sealed Bids.
- b. For purposes of this paragraph, a "responsive bidder" is a bidder who has submitted evidence that satisfies the County that he/she has the capacity to complete the purchase of the Property.
- c. For purposes of this paragraph, a "responsible bidder" is a bidder who has submitted a complete bid that includes all documents as set forth herein, without irregularities, exclusions, special conditions or alternatives unless specifically requested in the Invitation for Sealed Bids.

K. Return of Earnest Money to Unsuccessful Bidders

- a. Upon completion of the bid evaluation by the County Administrator and formal bid award by the Board of Commissioners, all bidders shall be notified that a successful bidder has been selected. At that time, return of earnest money shall be made to all unsuccessful bidders by certified mail.

L. Notice of Award and Closing

- a. Upon completion of the bid evaluation by the County Administrator and formal bid award by the Board of Commissioners, the County shall send the successful bidder a Notice of Award and request the preparation of a Quit Claim Deed by the closing attorney.



- b. After the Quit Claim Deed has been prepared, it will be presented along with the Purchase Contract to the Commission Chairman for execution. At that time, the County will direct the closing attorney to provide instructions to the successful bidder in all matters related to the closing, including time and date of the closing and the type and amount of funds to be collected at the closing, if necessary.
- c. Upon the completion of the transaction, the County will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk for Jones County.
- d. It is anticipated that the Board of Commissioners will consider a bid award at its meeting on October 20th. As the property is currently leased through October 31, 2020, it is anticipated that closing would take place shortly after that date.

M. The County's Rights upon Failure of Successful Bidder to Close

- a. If a closing is necessary, in accordance with the terms set forth in this Invitation for Sealed Bids under this subdivision, the County shall, as may be 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 30 calendar days of the Notice of Award, i.e., render full payment of the consideration upon which the bid was awarded, such failure shall be construed as a refusal to pay the consideration due the County under the terms of the Real Estate Sales Contract and Invitation for Sealed Bids 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 reasonable attorney's fees incident thereto.

N. Successful Bidder's Rights upon Failure of County to Close

- a. 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 the Property offered by it for sale within 30 calendar days after Notice of Award to the successful bidder. Failure by the County to close and deliver such Quit Claim Deed within the 30-day period shall entitle the successful bidder to refuse to close the transaction by giving written notice of such action to the County Administrator. 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 any respect as a result of such refusal to close the transaction under this circumstance.



O. All Cash Sale

- a. 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. In such event, the Quit Claim Deed will be delivered upon the full 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 capped only for an all cash sale.



Exhibit 1 - Bid Form

Sealed Bid for Proposed Sale of Real Property: 1035 Monticello Highway, Gray, Georgia 30274

Bidder's Name or Legal Business Name:

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

\$ _____ (in words).

Enclosed is 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 of the above-referenced property will be to the highest responsive and responsible bidder.
- Bids may not be withdrawn once they have been received and opened by Jones County.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by Quit Claim Deed only.
- The building on site has not been tested for hazardous materials. Based on the age of the structure, it is possible that it does contain hazardous materials including, but not limited to, asbestos and lead paint.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Jones 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 a 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 certified check.
- All closing costs, including Jones County closing attorney's fees shall be borne by the Bidder and shall be paid at closing, if required.
- Successful Bidder must close on the above-referenced property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sealed Bids.
- The Real Estate Sales Contract shall contain covenants and obligations that shall survive the execution of the Quit Claim Deed and the closing of the above-referenced property.

Bidder's Address: _____

Phone Number: _____ Email Address: _____

Bidder's Title (if appropriate): _____

Bidder's Signature: _____ Date: _____



Exhibit 2 - Real Estate Sales Contract

Sealed Bid for Proposed Sale of Real Property: 1035 Monticello Highway, Gray, Georgia 31032

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:
 - a. All that tract or parcel of land lying and being in Land Lot 3 of the 10th District, Jones County, Georgia and being more particularly described as follows: Being Tract #1 of a plat prepared for The Jones County Board of Commissioners as recorded in Plat Book 23 Page 270, dated September 21, 2020 by R. Maxwell Davis, R.L.S., LLC consisting of 2.71 acres. Also granted all easements recorded or unrecorded (collectively, the "Property").

The Purchase Price of the Property shall be _____
(\$ _____).

2. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay all closing costs including the cost of the Jones County closing attorney's fees.
3. Earnest Money. A good faith deposit of U.S. 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: Jones 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 thirty (30) days after the date of the Notice of Award, Jones 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, Jones County may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.
4. Seller will convey to Purchaser title to the Property by Quit Claim Deed.
5. 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.

6. 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.
7. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitute 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.
8. Real estate taxes and assessments for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.
9. This transaction shall be closed by a law firm selected by the Purchaser.
10. This instrument shall be regarded as a binding contract upon execution by Jones County.
11. 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.

(Remainder of this page intentionally left blank – signatures on following page)



SELLER (Jones County Board of Commissioners):

Signed, sealed and delivered this _____ day of _____ 2020.

By: _____
Chris Weidner, Chairman

Attest: _____
Shannon Wagner, County Clerk

Notary Public: _____ [Notary Seal]

APPROVED AS TO FORM:

Ashley Brodie, County Attorney

PURCHASER:

Print Name Here: _____

Signature: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Email Address: _____

Date of Execution: _____



Exhibit 3 - Non-Collusion Affidavit of Bidder/Offeror

STATE OF GEORGIA

COUNTY OF _____

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____, certify that, pursuant to Jones County's policies, this bid or proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid or proposal 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. § 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 proposal for offer for the property by any means whatsoever nor has Affiant caused or induced another to withdraw a bid or proposal for the property.

(BIDDER OR COMPANY NAME)

By Its: (TITLE/AUTHORITY) (not applicable if bidder is an individual)

Notary Public:

County:

My Commission Expires:

Note: If the Bidder/Offeror is a partnership, all of the partners and officers, agents, or other persons who have represented or acted on behalf of them in bidding or procuring the contract shall also make this oath.

If the Bidder/Offeror is a corporation, all officers, agents or other persons who may have acted for or represented the corporation in bidding or procuring the contract shall also make this oath.



Exhibit 4 - Legal Description

ALL THAT TRACT OR PARCEL OF LAND in Jones County, Georgia lying and being in Land Lot 3 of the 10th District, Jones County, Georgia and being more particularly described as follows: Being Tract 1 of a plat prepared for The Jones County Board of Commissioners as recorded in Plat Book 23 Page 270, dated September 21, 2020 by R. Maxwell Davis, R.L.S., LLC. Containing 2.71 acres. Also granted all easements recorded or unrecorded.



Exhibit 5 – Copy of Recorded Plat

(Remainder of page intentionally left blank)

FILED IN OFFICE
CLERK OF COURT
09/22/2020 06:26 AM
PAMELA D. DIXON, CLERK
SUPERIOR COURT
JONES COUNTY, GA

Pamela D. Dixon

9224197289
PARTICIPANT ID

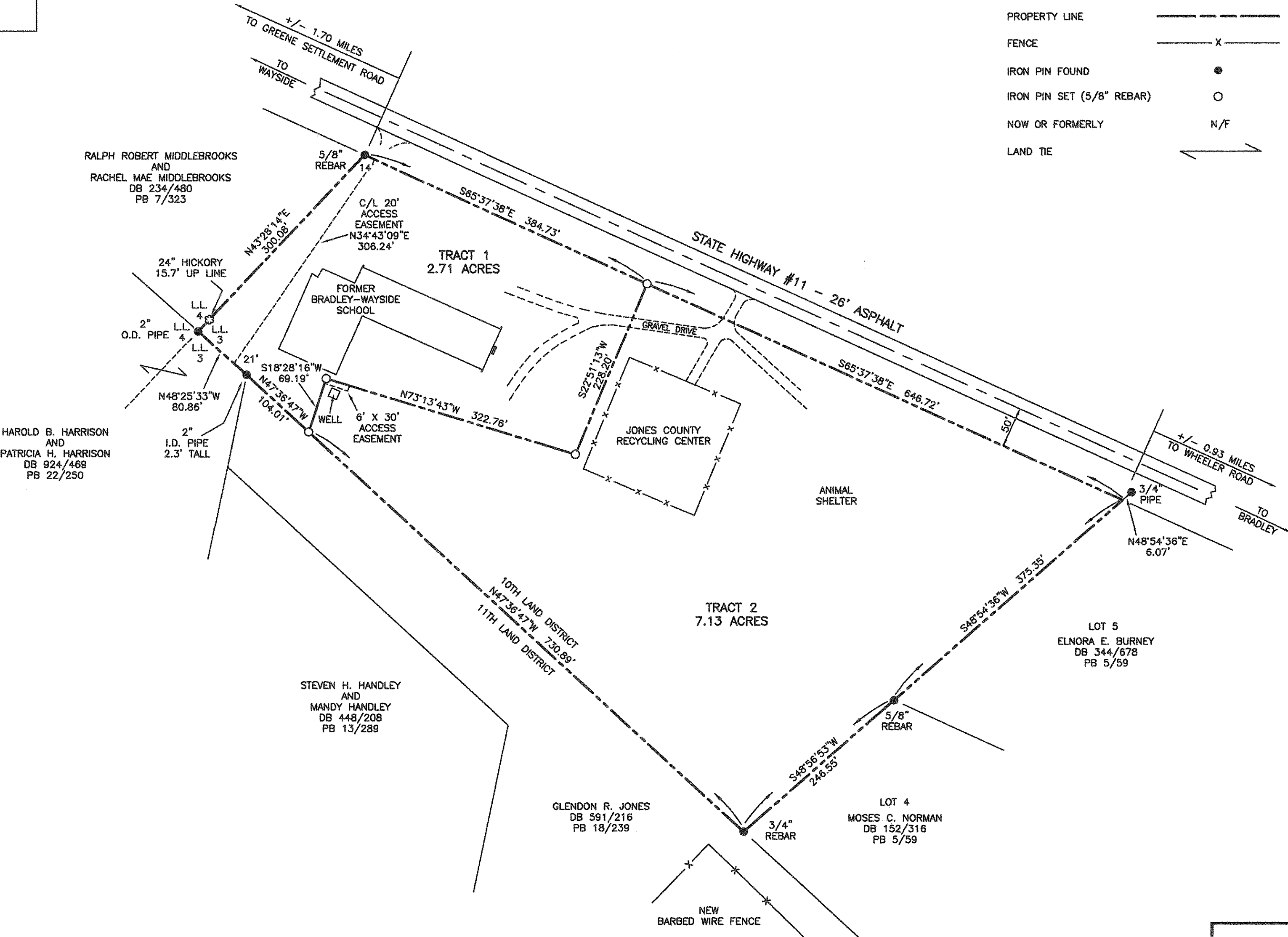
NOTES

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A FULL
TITLE REPORT. EASEMENTS AND OTHER ENCUMBRANCES MAY
EXIST ON THE PUBLIC RECORD THAT ARE NOT SHOWN HEREON.

LEGEND

PROPERTY LINE	---
FENCE	---
IRON PIN FOUND	•
IRON PIN SET (5/8" REBAR)	○
NOW OR FORMERLY	N/F
LAND TIE	→

REF. DB 3-G/520



APPROVED FOR RECORD
DATE 9-21-20
MAP/PARCEL
SIGNATURE
JONES COUNTY PLANNING & ZONING

REFERENCES:

DB 294/511
DB 3-G/519
DB 3-G/520 (PLAT)



CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN
PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR
RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS
HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE
GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY
PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES
WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH
IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

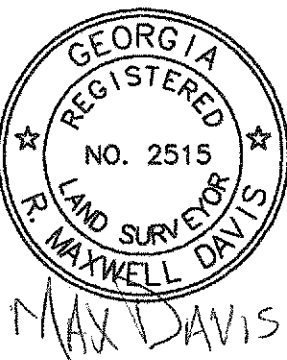
SIGNED:

MAX DAVIS

DATE:

09/21/2020

C.O.A. LSF000698



CERTIFICATION

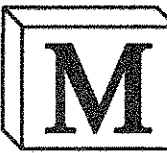
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS
BASED HAS A CLOSURE PRECISION OF ONE FOOT IN
18,327 FEET AND ANGULAR ERROR OF 2 SECONDS
PER ANGLE POINT AND WAS ADJUSTED USING THE
COMPOUND RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND
IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN
261,905 FEET.
THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON
THIS PLAT WERE OBTAINED BY USING A TRIMBLE S-5
ROBOTIC TOTAL STATION.

DIVISION SURVEY

FOR

JONES COUNTY
BOARD OF COMMISSIONERS

LAND LOT 3 10TH LAND DISTRICT
JONES COUNTY GEORGIA



R. MAXWELL DAVIS,
R.L.S., L.L.C.

P.O. BOX 842
GRAY, GEORGIA 31032
(478) 986-1742

SCALE: 1" = 100'

DATE: SEPTEMBER 21, 2020

PROJECT NO. 1008-60

DRAWING NO.: 100860