FULTON COUNTY
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 Peachtree Street
Atlanta GA 30303
Tel: (404) 612-5800

FULTON COUNTY

INVITATION FOR SALE BY SEALED BID

Bid No. 07-3609-0067-028-5

0 Old Fayetteville Rd

Palmetto, GA 30268

For

LAND DIVISION
FACILITIES AND TRANSPORTATION DEPARTMENT

BID DUE DATE AND TIME: November 21, 2012 at 11:00 A.M.
BID ISSUANCE DATE: October 16, 2012
PROPERTY INSPECTION/OPEN HOUSE: October 30, 2012 at 11:00 A.M.
PURCHASING CONTACT: Charles Leonard, Chief Asst. Purchasing Agent
E-MAIL: Charles.Leonard@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, SW, SUITE 1168
ATLANTA, GA 30303

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INVITATION FOR BID TO SALE

Bid No. 07-3609-0067-028-5

0 Old Fayetteville Rd, Palmetto, GA 30268

FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for the sale of County-owned real property located at **0 Old Fayetteville Rd, Palmetto, GA 30268.**

1. DESCRIPTION OF THE REAL PROPERTY

4.5 acre unimproved tract. See Exhibit 3 for Legal Description.

2. GENERAL INFORMATION

a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County website, www.fultoncountyga.gov under "Bid Opportunities", "Property Sales", or go to the Fulton County Land Division's Surplus Properties page for a link to the Bid Package.

b. **Bid Contact**: Information regarding the bid requirements may be obtained by submitting inquiries in writing to:

Fulton County Purchasing Department
Attn: Charles Leonard
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: Charles.leonard@fultoncountyga.gov
Fax: (404) 893-1730
Reference **Bid No. 07-3609-0067-028-5**

3. TERMS AND CONDITIONS APPLICABLE TO THE SALE

a. The property is being sold "as is" "where is" and "with all faults" to be transferred by a quit claim deed only.

b. All closing costs shall be borne by the Bidder at closing.

c. Funds shall be collected from the successful bidder in the form of cash, cashier's check, or bank issued check.

d. 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.

e. The County will pay a real estate commission of 5% of the sales price to the Buyer's representative, payable at closing, provided that said representative is licensed to sell real estate in the State of Georgia and that he/she is providing services to the Buyer under an Exclusive Buyers Brokerage Agreement.

4. PROPERTY INSPECTION/OPEN HOUSE

A Property Inspection/Open House will be held **Oct. 30, 2012 at 11:00 A.M.** at the property site, located at 0 Old Fayetteville Rd, Palmetto, GA 30268. Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the Property Inspection/Open House and will be addressed at the Property Inspection/Open House. Any additional questions asked at the Property Inspection/Open House must be submitted in written form and will be responded to in the form of an addendum with the County's official responses on the Fulton County web site by **no later than November 9, 2012.**

The Property Inspection/Open House will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, to provide an initial verbal, non-binding response to questions concerning these bid specifications and to discuss issues from the bidders' perspective. However, no verbal response provided at the property inspection/open house binds the County. Only the County written communications will be official.

All responses to written requests will be distributed as addenda. These addenda will be numbered consecutively and will be posted on the Fulton County website www.fultoncountyga.gov.

5. PREPARATION AND SUBMISSION OF BIDS

Bid Documents provided herein must be submitted in accordance with the following instructions:

a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND ONE (1) COPY** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent the price being offered by the Bidder. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer or principal of the Bidder with the authority to execute a Real Estate Sales Contract.

   Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

b. Bids must be sealed and clearly marked identifying the following information:

   1. Bidder's Name/Company Name and Address.
   2. Bids shall be addressed to:

      Department of Purchasing
      Fulton County Public Safety Building
      130 Peachtree Street, S.W.
      Suite 1168
      Atlanta, Georgia 30303-3459

   RE: Bid No. 07-3609-0067-028-5 / 0 Old Fayetteville Rd, Palmetto, GA 30268.

6. **WITHDRAWAL OF BIDS:** All bids shall become irrevocable when the bids have been received and opened by the County.

7. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the bid documents, appraisals or other documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Charles Leonard no later than 2:00 PM, **November 7, 2012**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

   Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions by the County will be in the form of written Addenda to the specifications to this Invitation to Bid.

8. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

   1. Bid Schedule
   2. Non-Collusion Affidavit

   Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

9. **NO CONTACT PROVISION**

   It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

   a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the issuance of the Notice of Award by the Purchasing Agent, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

   b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

   c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

   The procedures specified herein shall not bar contact with the Land Administrator, and employees, contractors or agents of the Land Division with respect to disposition of County owned surplus real estate.

10. **APPLICABLE LAWS:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of

their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

11. **BID OPENING:** Bids will be opened in public and the name of each bidder and the amount of each bid shall be read aloud at 11:05 a.m. on the stated due date in the Purchasing Bid Room of the Department of Purchasing & Contract Compliance, 130 Peachtree Street, SW, Suite 1168, Atlanta, Georgia 30303-3459.

12. **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.

13. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The real property will be awarded to the highest responsive, responsible bidder(s), provided that the price offered by such bidder is acceptable to the Land Administrator, with the concurrence of the County Manager, based upon the appraised fair market value.

    1) **Responsibility***:* The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:

        a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she has the capacity to complete the purchase of the property.

    2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form and all Addenda without irregularities, excisions, special conditions, or alternative bids unless specifically requested in the Bid form.

14. **BASIS OF AWARD:** The award shall be made in accordance with the provisions of the invitation for sale by sealed bid and as approved by the Board of Commissioners prior to public offering. If awarded, such award will be awarded to the highest responsible bidder, provided that the price offered by such bidder is deemed to be sufficient by the Land Administrator according to the policies of Fulton County and the laws of the State of Georgia. The successful bidder will be required to execute a Real Estate Sales Contract in accordance with the provisions set forth in the invitation to sale bid. All bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the invitation to sell.

15. **RESOLUTION AND CLOSING:** Upon notification of Award of Contract, the County shall furnish the successful bidder with the Real Estate Sales Contract and any other pre-closing documents.

    Within ten (10) business days after receipt, the bidder shall return the properly executed contract and any other required documents.

    After receipt of the documents executed by the bidder, proofs of authority and funds collected in the form of cash, cashier's check or a bank issued check, the County or the Closing Attorney shall provide instructions on how the purchaser(s) funds shall be collected for use at the closing. The County, and/or it's appointed Representatives, shall prepare all necessary documents for closing. Upon closing of the transaction, the County shall distribute all closing documents and cause the deed to be recorded.

16. COUNTY'S RIGHTS UPON FAILURE OF SUCCESSFUL BIDDER TO CLOSE TRANSACTION.

In accordance with the terms set forth in the invitation for sale bids under this subdivision, the county shall, as may be necessary, pursue its rights upon the failure of the successful bidder to close a transaction concerning the sale, conveyance or exchange of real property owned by the County. When the deed conveying the real property offered for sale by the County has been executed by the chairman of the Board of Commissioners and is ready for delivery, the successful bidder shall be notified by registered or certified mail of where the closing shall and delivery of the Quit Claim Deed shall be accepted. If for any reason the successful bidder fails to render full payment of the consideration upon which the bid was based within 15 days after the mailing of the notice, such failure shall be construed as a refusal to pay the consideration due the County under the terms of the bid and as a refusal to accept the County's deed. If the successful bidder fails or refuses, for any reason, to close the transaction the county shall, at its option, have the right, at its option, 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.

17. SUCCESSFUL BIDDER'S RIGHT UPON FAILURE OF THE COUNTY TO CLOSE THE TRANSACTION.

Subject to the County's rights to reject any and all bids, the County shall tender a duly executed quitclaim deed conveying the land or interest in real property offered by it for sale within 120 days after the awarding the bid to the successful bidder. Failure by the County to close and deliver such Quit Claim Deed within 120-day period of receipt of the executed Real Estate Sales Contract and all required documents and funds from the Purchaser(s) shall entitle the successful bidder to refuse to close the transaction by giving written notice of such action to the Land Administrator. Upon receipt of such written notice of refusal, the County shall cancel the transaction. 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.

EXHIBIT 1

BID SCHEDULE

This page must be returned with your Bid

Property Address: 0 Old Fayetteville Rd, Palmetto, GA 30268.

My Bid to Purchase this property is:

$_____
(Dollar Amount in Numbers)

_____
(Dollar Amount in Words)

SALE WILL BE TO THE HIGHEST BIDDER, PROVIDED THAT THAT THE PRICE OFFERED IS DEEMED TO BE SUFFICIENT BY THE LAND ADMINISTRATOR AND APPROVED BY THE COUNTY MANAGER ACCORDING TO THE POLICIES OF FULTON COUNTY AND THE LAWS OF THE STATE OF GEORGIA.

The bid shall become irrevocable when the bids have been received and opened by the County.

Property will be conveyed by "Quit Claim Deed." Documents will be executed between the successful bidder and Fulton County. Successful bidder must close on property in accordance with the terms and conditions of the Real Estate Purchase Contract and the Invitation for Sale by Sealed Bid provisions.

Bidder's name or Legal Business Name: _____

Bidder's address or Business Address: _____

_____

_____

Bidder hereby affirms that he has reviewed any and all addenda that may be associated with this bid that is/are posted on the Fulton County web site as of the date of the submission of this offer.

Bidder or Authorized Business Representative's Name: _____
Type or Print Name

Bidder's or Business Representative's Signature: _____

Bidder or Business Phone #: _____

E-Mail Address: _____

Fax Number: _____

EXHIBIT 2

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton 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.

EXHIBIT 3

LEGAL DESCRIPTION
0 Old Fayetteville Rd
Palmetto, GA 30268

TRACT I

All that tract or parcel of land lying and being in the town of Palmetto, in land Lot 67 of the 7th District of formerly Campbell, now Fulton County, Georgia, and more particularly described as follows:

TO FIND THE POINT OF BEGINNING, began at an iron pin on the north line of property now or formerly owned by Jesse Slaughter (said iron pin is found by beginning at the southeast corner of Land Lot 67 at the county line between Fulton and Coweta Counties and running north along the east line of said Land Lot, eight hundred ninety-three [893] feet to a point; thence in a westerly direction along the north line of said Jesse Slaughter's property, two hundred eighty-four and three-tenths [284.3] feet to the POINT OF BEGINNING; and running in a northerly direction, four hundred seventy-two and eighty-six hundredths (472.86) feet to an iron pin; thence in a westerly direction, one hundred twenty-three and nineteen hundredths (123.19) feet to an iron pin; thence in a northerly direction, fifty-seven and fifty-six hundredths (57.56) feet to an iron pin; thence in a westerly direction, two hundred six and fifty-seven hundredths (206.57) feet to an iron pin; thence in a southerly direction, five hundred twenty-four and twelve hundreds (524.12) feet to an iron pin; thence in a easterly direction along the north line of said Jesse Slaughter's property, three hundred thirty and ninety-one hundredths (330.91) feet to an iron pin; the point of beginning, said tract of land containing 3.83 acres, according to a plat of survey made by Joe W. Arnold III, Registered Surveyor, on June 14,1947, a copy of which is on file in the office of Lawyers Title Insurance Company.
Said property is the same property conveyed by warranty deed from Bertha Slaughter and W.F. Slaughter to Fulton County Board of Education dated November 6, 1947, recorded in Deed Book 2271, page 391, Fulton County Records.

TRACT II

All that tract or parcel of land lying and being in Land Lot 67 of the 7th District of Fulton County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, start at the point of intersection of the southern right of way of Fayetteville Road (40-foot right of way) and run thence 586.0 feet to the eastern right of way of Taylor Circle (40-foot right of way) and run thence 586.0 feet easterly along the southern right of way of Fayetteville Road to a point on the western right of way of School Drive; thence south 1 degree 41 minutes east along the western right of way School Drive 140.0 feet to an iron pipe, said iron pipe being the POINT OF BEGINNING: thence from said POINT OF BEGINNING running along the western right of way School Drive, the following courses and distances: South 1 degree 41 minutes east 100.0 feet to a point; south 0 degree 42 minutes east 50.0 feet to a point; south 1 degree 36 minutes west 50.0 feet to a point; south 5 degrees 44 minutes west 20 feet to a point; and south 15 degrees 44 minutes west 21.1 feet to an iron pipe; thence leaving the western right of way of School Drive from said iron pipe south 81 degrees 04 minutes west 126.2 feet to an iron pipe; thence north 1 degree 33 minutes west 57.56 feet to an iron pipe; thence north 1 degree 40 minutes east 201.5 feet to the iron pipe; thence north 89 degrees 41 minutes east 125.9 feet to the iron pipe at the POINT OF BEGINNING. Said tract of land contains 0.749 acres and is shown on plat of survey prepared for Fulton County Board of Education by Thomas B. Boyd, dated October 5, 1977, revised July 17, 1978.

Said property is the same property to which title was vested in the Fulton County Board of Education by an Order and Judgment dated September 12, 1979, in Civil Action No. C-55659 in the Superior Court of Fulton County, Georgia, said case being styled Elwyn Gaissert, Otis M. Jackson, James W. McCord, Dolores McGhee and Jessie Ozburn, as members of the Fulton County Board of Education, a body politic v. 0.749 Acres of Land and James L. Harris, et al.

EXHIBIT 4

SAMPLE REAL ESTATE SALES CONTRACT

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: All that tract or parcel of land lying and being in Land Lot(s)_____ of the _____ District, _____ Section, Fulton County, Georgia, and being known as address _____ _____, 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"). The Purchase Price of the property shall be _____ **($ ___ ___)** to be paid as follows:

2. *Purchaser.* This is a cash transaction with no contingencies for financing and Purchaser shall pay all closing costs.

3. Seller will convey to Purchaser title to the Property by Quit Claim Deed.

4. 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 the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.

5. 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.

6. Purchaser and Seller each represent and warrant to the other that there are, and will be, no fees or commissions payable to agents, brokers or other intermediaries as a consequence of this transaction, and that they have not dealt with a broker, agent or other intermediary who might by reason of such dealing have any claim for a fee, commission or other compensation, expenses or charges of whatever nature; the provisions of this paragraph shall survive the closing and delivery of the Quit Claim Deed.

7. *Time is of the essence of this agreement.* This agreement and all Terms, Conditions and provisions of the Invitation to Bid to Sell 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.

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 County.

10. This instrument shall be regarded as a binding contract upon execution by the Purchaser.

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.

SELLER (S):

Signed, sealed and delivered this _____ day of _____, 2011 in the presence of:

_____
Witness

_____
Notary Public

[Notary Seal]

APPROVED AS TO FORM

This _____ day of _____, 2011.

_____
Office of Fulton County Attorney

PURCHASER(S):

_____
Signature

_____
Print Name Here

_____
Street Address

_____
City/State/Zip

_____
Telephone/Fax

_____
Date of Execution

FULTON COUNTY, a political subdivision of the State of Georgia

By:_____
John H. Eaves, Chairman
Fulton County Board of Commissioners

Attest:_____
Mark Massey , Clerk of Commission