

INVITATION TO BID

Date Issued: September 21, 2016

Project Description: DeKalb County Government (the County) requests competitively sealed bids from qualified bidders to furnish **“SALE OF SURPLUS PROPERTY AT 2644 MCAFEE ROAD,”** as listed on Page(s) 3 as **Items No. 1** and in accordance with attached requirements.

Form: Submit bids in ***One (1) original and Two (2) sealed duplicate copies*** with the original clearly marked “Original” and the Duplicates clearly marked “Duplicate.”

Address Bids To: **DeKalb County Department of Purchasing and Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030**

For minimum specification and requirement information *before* sealed bids are opened, contact the **Cynthia W. Ferrell** at **404 371-2379**, (E-mail: cwferrell@dekalbcountyga.gov).

Questions and Answers:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specification, etc., **must be requested in writing** and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid **will** be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Bidder shall acknowledge addenda by signing and returning the Addendum form before the time set for opening bids. Oral explanations or instructions given before the award of the contract will not be binding. **No responses to requests, answers to specification questions, or additional information shall be supplied after “October 13, 2016”**

Close Date: Sealed bids for furnishing the commodities or services described in the following schedule will be received at the location listed above: **until 3:00 P.M. on October 20, 2016**, and at that time publicly opened.

The official Department of Purchasing & Contracting Web Site is: <http://yourdekalb.com/purchasing/index.html> where bidding information will be available. For bid tabulation information *after* sealed bids are opened, see website http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_tabulations.html, or email pcadmin-ops@dekalbcountyga.gov, or call (404) 371-7051.

FIRM’S NAME AND ADDRESS (Street, City, State and Zip Code. Type or print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID (Bid must be signed)	DATE OF BID
SIGNER’S NAME AND TITLE (Type or Print)	SIGNER’S CONTACT INFORMATION	
	Phone: _____ E-mail: _____	

NOTICES TO BIDDER

All bids are subject to the following:

1. The Price Schedule included below and/or attached hereto. A total shall be entered in the amount column of the price schedule for each item bid on.
2. Items offered in this bid must comply with all Federal, State, and local laws and regulations as applicable on date of delivery.
3. Exhibit Map enclosed on page 5 - 6.
4. If Federal Excise tax applies: show amount and deduct. DeKalb County is exempt from Federal Excise tax and Georgia Sales tax.
5. Such other provisions, representations, certifications, and specifications as are attached hereto or incorporated by reference in the Schedule.
6. Failure to observe any of the instructions and conditions in this Invitation to Bid may constitute grounds for rejection.

Bidder Note: Should any of the submittals not be identical to the original submittal, bidder may be deemed non-responsive and his bid may be rejected and not considered. It is the responsibility of the bidder to ensure awareness of any addenda issued. Please acknowledge addenda by signing and returning the Addendum form. All addenda issued for this project will be posted on DeKalb County's website,

http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html

Bidder Note: It is the sole responsibility of bidder to ensure that bids reach the Department of Purchasing & Contracting on or before the closing date and time. Be aware that visitors to our office will go through a security screening process upon entering the building. Bidder should plan enough time to ensure that he will be able to deliver his bid submission prior to our deadline. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone, facsimile or telegram will not be accepted.

Bidder Note: The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Under no circumstances shall bids delivered after the specified time be considered. Late bids, for whatever reason will not be evaluated. Such bids will be returned unopened after the designated opening date and time.

THE DECATUR POSTMASTER WILL NOT DELIVER CERTIFIED OR SPECIAL DELIVERY MAIL TO SPECIFIC ADDRESSES WITHIN DEKALB COUNTY GOVERNMENT. WHEN SENDING BIDS OR TIME SENSITIVE DOCUMENTS, YOU MAY WANT TO CONSIDER A COURIER THAT WILL DELIVER TO SPECIFIC ADDRESSES. **BIDDERS SHOULD REGULARLY CHECK OUR WEB SITE WHERE BID UPDATES AND ADDENDA WILL BE POSTED.**

All bids must be either typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections or changes on any document must be initialed by the signatory of the bid. Bidders will not be allowed to modify their bids after the designated opening date and time. **First page is to be signed and returned with your bid.**

The enclosed (or attached) bid in response to Invitation No. **16-100781** is a firm offer, as defined by Section O.C.G.A. 11-2-205 of the Code of Georgia (Georgia Laws 1962 pages 156-178), by signatory. This offer shall remain open for acceptance for a period of ninety (90) calendar days from the date of the opening of the bids, as set out in the invitation for bids. The terms, conditions, and other limitations of the invitation for bid are accepted.

MIMIMUM REQUIREMENTS:

NOTE 1:

Sales shall be subject to the following conditions: Nothing herein shall be construed to deprive any person or other legal entity of any private rights which might have been acquired pursuant to purchase according to any recorded plat or to affect any existing easements, for utilities or other purpose held by a legal entity other than DeKalb County, Georgia. Provided further that the County hereby reserves for itself and its successors and assigns, any and all existing water and sewer easements upon, over, across, and under the above-described property for the collection, direction, concentration, discharge, ponding, or retention of rain waters, surface water or other waters from the roads, streets, alleys, parks, lots, ditches, culverts, drains, lakes, rivers, streams, ponds and properties of DeKalb County, Georgia, or properties devoted to a public use. Notwithstanding the foregoing, DeKalb County reserves the right to reject any and all bids submitted.

NOTE 2:

Bid Deposit: A bid deposit in the amount of Dollars (\$500.00) must be submitted with the bid and be furnished by certified check made payable to DeKalb County. Company checks or personal checks will not be accepted. (Cash will not be accepted). Deposits submitted by unsuccessful bidders will be returned after award is made.

NOTE 3:

Minimum Bid: The minimum bid accepted is \$460,000.00. The terms of such sales will be to the highest bidder. Payment of the full purchase price must be made within 21 calendar days following notice of acceptance of bid.

NOTE 4:

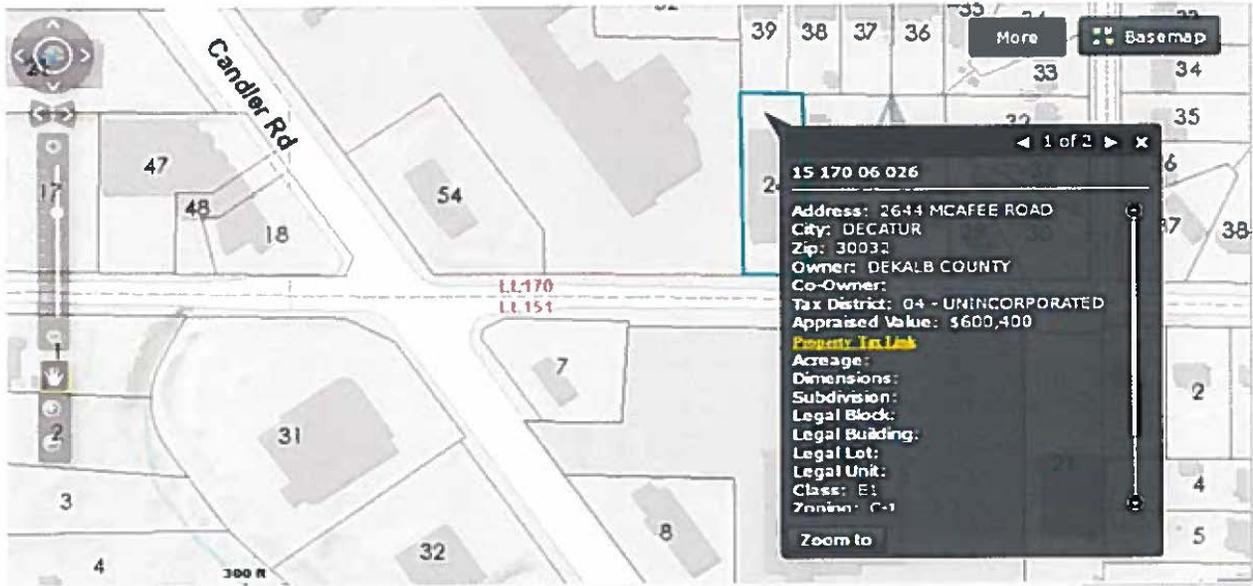
Inspection: Bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

PRICE SCHEDULE

ITEM NO.	PROPERTIES	AMOUNT
1.	<p>All that tract or parcel of land lying and being in Land Lot 170 of the 15th District of DeKalb County, Georgia being Lot 1, Block A, Willa Heights Subdivision, according to plat thereof recorded in Plat Book 17, Page 69, DeKalb County Records, and being more particularly described as follows:</p> <p>Beginning at a point on the north side of McAfee Road 357 feet west, as measured along the north side of McAfee Road from its intersection with the west side of Willa Drive, if the lines of said streets were extended to form an angle instead of a curve, and which point is at the southwest corner of Lot 2, said block and subdivision; running thence west along the north side of McAfee Road eighty (80) feet to a point ; thence north two hundred and forty-five (245) feet to appoint; thence south along the west line of said Lot 2 a distance of two hundred and forty-five (245) feet to the point of beginning; being improved property know as No. 2644 (formerly No. 3292) McAfee Road, according to the present system of numbering houses on McAfee.</p>	<p>\$ _____.</p>

End Price Schedule.

2644 McAfee Rd



15 170 06 026

EXHIBITExhibit "A"

lying and being in ~~Land Lot 170 of the 15th District of DeKalb County, Georgia,~~ being Lot 1, Block A, Willa Heights Subdivision, according to plat thereof recorded in Plat Book 17, Page 69, DeKalb County Records, and more particularly described as follows:

BEGINNING at a point on the north side of McAfee Road 357 feet west, as measured along the north side of McAfee Road from its intersection with the west side of Willa Drive, if the lines of said streets were extended to form an angle instead of a curve, and which point is at the southwest corner of Lot 2, said block and subdivision; running thence west along the north side of McAfee Road eighty (80) feet to a point; thence north two hundred and forty-five (245) feet to a point; thence east eighty (80) feet to the northwest corner of said Lot 2; thence south along the west line of said Lot 2 a distance of two hundred and forty-five (245) feet to the point of beginning; being improved property known as No. 2644 (formerly No. 3292) McAfee Road, according to the present system of numbering houses on McAfee Road.

GENERAL TERMS AND CONDITIONS

- I. DeKalb County reserves the right to reject any and all bids and to re-advertise. The acceptance of any bid shall be subject to the approval of DeKalb County Board of Commissioners. If an acceptable bid is received and accepted by said Board, the title held by DeKalb County will be conveyed by quit-claim deed to the awarded bidder. The County also reserves the right to remove the property from the market before bids are opened and to make NO AWARD on bids received.
- II. DeKalb County will reserve all existing water, sewer and drainage easements upon, over, across, and under the property.
- III. CONDITION AND LOCATION OF PROPERTY. All property listed therein is offered for sale "as is" and "where is". The description is based on the best available information. However, the County makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. This is not a sale by sample.
- IV. EMPLOYEE BIDDING. Employees of DeKalb County (including members of the immediate families) may bid on this property.
- V. PAYMENT . The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase price must be made within the time specified for removal and prior to delivery of any of the property. The balance of the purchase price after applying the total bid deposit made by the Purchaser under the Invitation (or otherwise the full purchase price) shall be paid to the Department of Purchasing and Contracting by certified check made payable to DeKalb County Director of Finance.
- VI. WEIGHING. Where weighing is necessary to determine the exact purchase price hereunder, the Purchaser shall arrange for and pay all expenses of weighing material (unless County scales are available). When removal is by truck, weighing shall be under the supervision of the County and at its option on: (a) County scales, (b) certified scales or (c) other scales acceptable to both parties.
- VII. TITLE. Unless otherwise specified in the Invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing, a certificate of release will be furnished for each vehicle and piece of equipment.
- VIII. DELIVERY AND REMOVAL OF PROPERTY. Unless otherwise specified in the Invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by the Contracting Officer. The Purchaser shall reimburse the County for any damage to County property caused by the removal operations of the Purchaser. If the Purchaser is permitted by the County to remove the property after the expiration of the period prescribed or allowed for removal, the County without limiting any other rights which it may have, may require Purchaser to pay a reasonable storage charge.
- IX. COUNTY-FURNISHED PROPERTY. No labor or facilities will be furnished by the county unless otherwise provided for in the Invitation.
- X. RISK OF LOSS. (a) After passage of title to the Purchaser, and prior to the date specified for removal, the County shall be responsible only for the exercise of reasonable care for the protection of the property. (b) After passage of title and after the date specified for removal of the property, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.

GENERAL TERMS AND CONDITIONS

- XI. DEFAULT. If, after the award, the purchaser breaches the contract he shall forfeit his bid deposit as liquidated damages and lose any right, title or interest which he may have otherwise acquired in the property.
- XII. FAILURE TO OBSERVE. Any of the instructions and conditions in this Invitation to Bid that are not observed may constitute grounds for rejection.
- XIII. OPEN RECORDS ACT: Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this Invitation to Bid to be public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- *et seq.*, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.
- XIV. ETHICS RULES: To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
- XV. Bidder is cautioned to make his bid complete and to furnish all information and details required by these specifications. Failure to comply may result in the bid being non-responsive due to incompleteness.
- XVI. This Invitation to Bid consists of 9 pages: **FAILURE TO RETURN ALL WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

End General Terms and Conditions

ST-5 (REV. 04-10)



STATE OF GEORGIA
 DEPARTMENT OF REVENUE
 SALES AND USE TAX CERTIFICATE OF EXEMPTION
 GEORGIA PURCHASER OR DEALER
 EFFECTIVE JULY 1, 2000

To: _____ (MM/DD/YY) _____ (DATE)
 (SUPPLIER) _____ (DATE)

 (ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
- 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- 3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
- 4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
- 5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
- 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
- 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

 (TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER) (NAICS CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

 (PURCHASER'S FIRM NAME) (CERTIFICATE OF REGISTRATION NO.)

 (ADDRESS)

By _____ Title _____
 (SIGNATURE) (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.