



**DeKalb County  
Department of Purchasing and Contracting**

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**December 14, 2020**

**INVITATION TO BID**

**(ITB) NO. 20-101315**

**Sale of Surplus Property @ 3196 Zion Street**

Procurement Technician: Megan St. Clair-  
Herbert

Email: [mstherbert@dekalbcountyga.gov](mailto:mstherbert@dekalbcountyga.gov)

Deadline for Receipt of Questions: **Thursday, December 31, 2020**  
via email to [mstherbert@dekalbcountyga.gov](mailto:mstherbert@dekalbcountyga.gov)

Deadline for Submission of Invitation To Bid:  
**Wednesday, January 13, 2021 at 1300 Commerce  
Drive, 2<sup>nd</sup> Floor, Decatur, GA 30030**

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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## INVITATION TO BID

**Date Issued:** December 14, 2020

**Project Description:** DeKalb County Government (the County) requests competitively sealed bids from qualified bidders to purchase **SALE OF SURPLUS PROPERTY AT 3196 ZION STREET** as listed on Page(s) 5 as **Items No. 1** and in accordance with attached requirements.

**Form:** Submit bids in ***One (1) original and One (1) 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, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030**

For minimum specification and requirement information ***before*** sealed bids are opened, contact **Megan St. Clair-Herbert** at (E-mail: [mstherbert@dekalbcountyga.gov](mailto:mstherbert@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 “January 5, 2021”**

**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 January 13, 2021** and at that time publicly opened.

The official Department of Purchasing & Contracting Web Site is: <https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> where bidding information will be available. For bid tabulation information *after* sealed bids are opened, see website <https://www.dekalbcountyga.gov/purchasing-contracting/bid-tabulations-itb-rfp>, or email [pcadmin-ops@dekalbcountyga.gov](mailto: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:
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## NOTICES TO BIDDER

**All bids are subject to the following:**

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|---|--|
| <ol style="list-style-type: none"> <li>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.</li> <li>2. Items offered in this bid must comply with all Federal, State, and local laws and regulations as applicable on date of delivery.</li> <li>3. Exhibit Map enclosed on page 8.</li> </ol> | <ol style="list-style-type: none"> <li>4. If Federal Excise tax applies: show amount and deduct. DeKalb County is exempt from Federal Excise tax and Georgia Sales tax.</li> <li>5. Such other provisions, representations, certifications, and specifications as are attached hereto or incorporated by reference in the Schedule.</li> <li>6. Failure to observe any of the instructions and conditions in this Invitation to Bid may constitute grounds for rejection.</li> </ol> |
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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,

<https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>

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. **19-101185** 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:**

**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.

**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.

**Minimum Bid:** The minimum bid accepted is **\$39,600.00**. 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.

**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.

<b>PRICE SCHEDULE</b>		
<b>ITEM NO.</b>	<b>PROPERTIES</b>	<b>AMOUNT</b>
1.	<p>All that tract or parcel of land lying in and being in Land Lot 46C, of the 18<sup>th</sup> District of DeKalb County, Georgia, and being improved property known as Map Reference 18-46C-11-025, as shown in the records of the Office of Tax Commissioner and the Board of Tax Assessors of said County, and presently known as 3196 Zion Street, and being more particularly described as follows:</p> <p>The point of beginning is on the North side of Zion Street, being Westerly 50 feet, as measured along the North side of Zion Street, from its intersection with the West side of Reed Street; thence Northerly 100 feet, to an alley; thence Westerly 50 feet, along said alley; thence Southerly 100 feet, to the North side of Zion Street; thence Easterly 50 feet, along the North side of Zion Street, to the point of beginning (excluding all right of ways and easements).</p>	<p>\$_____.</p>

This is the same property transferred to DeKalb County per Affidavit recorded in Deed Book 7569, page 84 dated December 30, 1992. Also known as tax parcel 18-046-03-129.

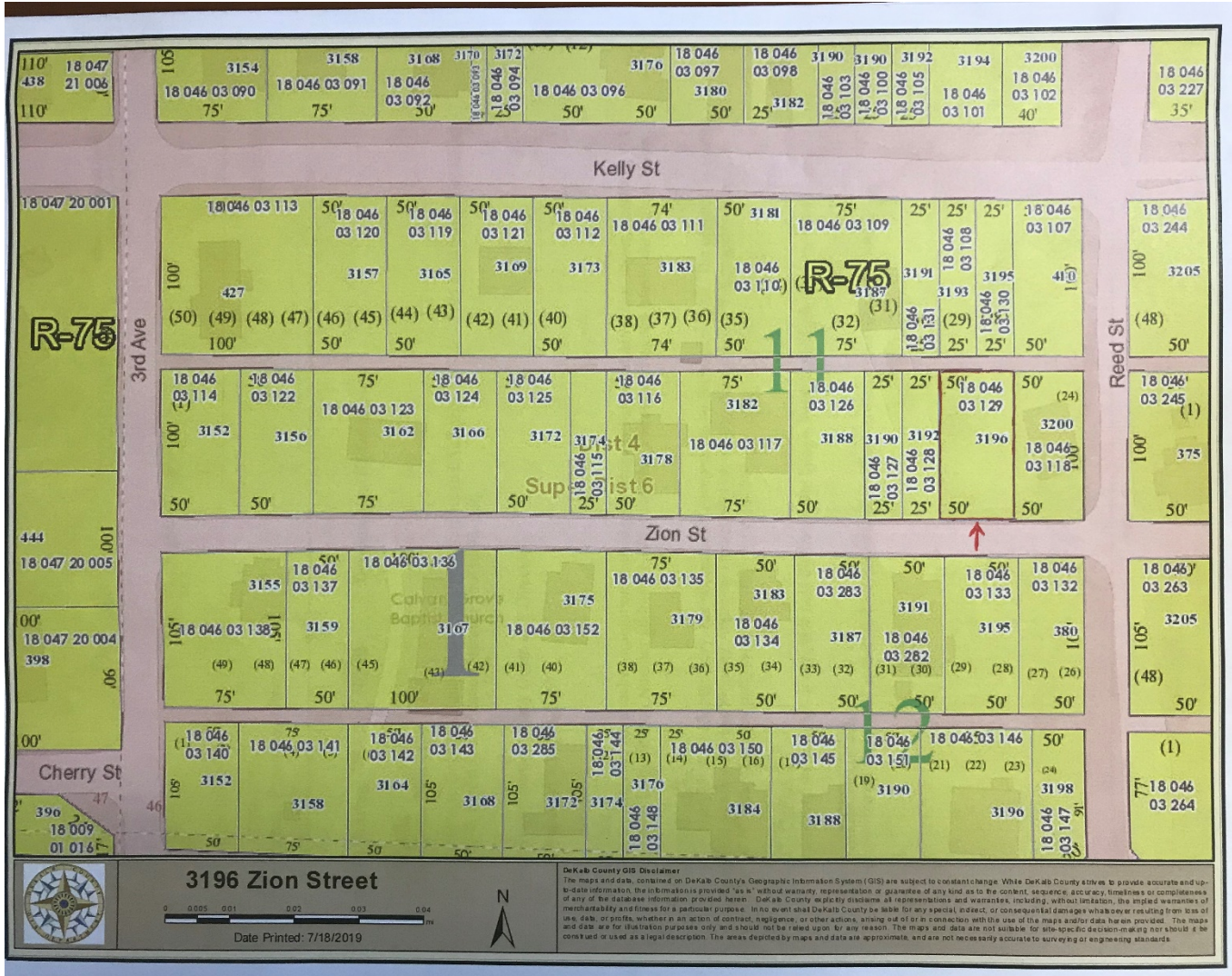
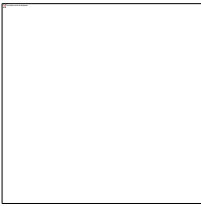
End Price Schedule.

**EXHIBIT MAP**











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 **10** pages: FAILURE TO RETURN ALL WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE.

End General Terms and Conditions

**PRINT**

**CLEAR**

ST-5 (Rev. 9/2014)



STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER

To: \_\_\_\_\_ (SUPPLIER) \_\_\_\_\_ (DATE)  
 \_\_\_\_\_ (SUPPLIER'S ADDRESS) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below 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 that indicated on this certificate. (Check appropriate box.)

- 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
- 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds, A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
- 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts 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 in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

*Under penalties of perjury I declare 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.*

Business Name: \_\_\_\_\_ Sales Tax Number: \_\_\_\_\_  
 Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Purchaser's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.