



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID
BULLOCH COUNTY PUBLIC WORKS**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: The sale of one house, located on the west side of Hwy. 301 North at the end of the bypass. The house is approximately 26’ X 52’ for a total of approximately 1,354 square feet. The house must be removed from the property by the successful bidder.

Restrictions of Bidders: The item listed in this bid may not be purchased directly or indirectly by employees of the County, or such employee’s immediate family.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, July 10, 2023. Late bids will not be considered. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened, and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Public Works Director will recommend the selection of a bid most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Sale of House; Bid Opening: July 10, 2023 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on **page 8** that lists the forms that **must** be included in the sealed bid submission. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to return any of the items or incorrectly completed items on the check list will be justification for non-acceptance of the submitted sealed bid.

If awarded, an award will be made to that responsive and responsible bidder with the most advantageous bid for the County, price and other factors considered. Time is of the essence.

The County reserves the right to reject any or all bids and waive technicalities, informalities, and minor immaterial defects associated with the bid, making the award that is deemed to be in the best interest of the County.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

Award: If awarded, the award will be made to that responsive and responsible bidder with the highest bid. The County reserves the right to waive technicalities and irregularities, and accept the bid deemed most advantageous, or reject any or all bids. The bidder to whom the award is made will be notified at the earliest possible date.

Insurance Requirements: The Contractor must submit a Certificate of Liability Insurance indicating required insurance coverages before the house is moved. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County and its officials, officers and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Contract: The successful bidder shall be required to enter into a purchasing agreement that is substantially the same as the purchasing agreement included herewith.

Bill of Sale: After execution of the purchasing agreement, the County will convey title to the house (but not any of the realty upon which the house is located) to the successful bidder upon payment of the purchase price via a bill of sale in substantially the form included herewith.

Payment: The amount due from the successful bidder shall be paid in full by one of the following: cash, certified check, cashier's check or money order made payable to the "Bulloch County Board of Commissioners" no later than seven (7) days following the notification of award and prior to the removal of house from county property. No personal checks or corporate checks will be accepted.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, gender, religion, national origin, or handicap in employment or services provided.

Bid Reservations: The County reserves the right to reject any or all Bids, and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Inspection: An appointment must be made to inspect the house. Appointments and inspections must be made prior to the bid due date. The bidder will inspect the house at their own risk. To make an appointment contact Public Works, (912)764-6369.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Public Works, (912)764-6369.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

Specifications

- The house is offered for sale on an “as is”, “where is”, and “with all faults” basis, and the County offers no guarantee or warranty, expressed or implied, as to the condition of the house.
- Any and all inspections shall be completed before the date of the bid opening.
- No termite clearance will be supplied for this sale.
- The house will only be available for moving from property after Board approval.
- The successful bidder will supply the County with a certificate of liability insurance from the company or person moving house as listed in the Terms and Conditions.
- Once funds and necessary COI have been received by the County, the successful bidder can arrange for removal of the house through the Public Works Department.
- All items must be removed from property at bidder’s expense within ninety (90) calendar days after notice of award.

BID FORM

Sale of one house, located on the west side of 301 North at the end of the bypass. House shall be removed from property at bidder's expense. House is sold "as is"; no warranties are implied or expressed.

The bidder named below hereby submits a bid of \$ _____

Bid amount in words: _____

Bidder Name: _____
(Please Print)

Bidder Address: _____

Signature of Bidder: _____

Telephone Number: _____

E-mail Address: _____

Date: _____

<p>Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.</p>
--

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn on oath says that he/she is the agent authorized by the bidder to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

BIDDER NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **July 10, 2023 @ 3:00pm**, but may not be withdrawn after such date and time for a period of **60 days**.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

BIDDER:

Name	Title
------	-------

Name	Title
------	-------

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

Check List

The items on this list shall be returned in the bid package. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to complete and return any of the items listed will be justification for not accepting a submitted sealed bid for this project.

- 1. Page 5 – Bid Form
- 2. Page 6 – Non-Collusion Affidavit
- 3. Page 7 – Bidder Declaration

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

FORM OF PURCHASE AGREEMENT- EXAMPLE

PURCHASE AGREEMENT

STATE OF GEORGIA

BULLOCH COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners** (hereinafter referred to as the "**SELLER**") and _____ (hereinafter referred to as the "**BUYER**"). Buyer and seller may be referred to individually as the "**Party**", or collectively, the "**Parties**".

RECITALS

WHEREAS, Seller desires to sell certain property to Buyer in an "as is" condition, and

WHEREAS, Buyer desires to purchase certain property from Seller in an "as is" condition.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. PROPERTY; REMOVAL AND INDEMNIFICATION

Seller agrees to sell, convey, assign, and transfer to buyer, and Buyer agrees to purchase from Seller, the following property (the "Property"):

One house that is approximately 26' X 52' for a total of approximately 1,354 square feet.

It is located on the west side of Hwy. 301 North at the end of the bypass, Statesboro GA 30458. The sale, conveyance, assignment, and transfer of said Property shall become effective upon Buyer's payment of the Purchase Price and Seller's execution of a Bill of Sale to the Buyer. Closing of the transaction shall take place at a time and place convenient to Seller and Buyer.

The Buyer shall remove the house and its contents from the Seller's real property no later than ninety (90) calendar days after closing. The Buyer agrees to indemnify, hold harmless, and defend the Seller, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of

the removal and relocation of the house, unless such is attributable to the sole negligence of the indemnitees. The Buyer's obligation to remove the house from Seller's property, and the Buyer's indemnity obligation will survive the closing of this Purchase Agreement.

2. "AS IS" CONDITION

Seller agrees to sell, convey, assign, and transfer to Buyer, on an "AS IS" basis, and makes no warranties, either expressed or implied, unless otherwise stated herein, and Buyer agrees to purchase from Seller, on an "AS IS" basis the property described herein.

3. PURCHASE PRICE

Buyer shall purchase the Property from Seller for the total sum of \$ _____ as set forth in Exhibit "A" which will become a part of this Purchase Agreement.

4. FORCE MAJEURE

Neither Party shall be in default nor liable to the other for any failure to perform directly caused by events beyond that Party's reasonable control, such as acts of nature, labor strikes, war, insurrections, riots, acts of governments, embargoes, and unusually severe weather, provided the affected party notifies the other party within ten (10) calendar days of the occurrence. Such an event is an excusable delay. THE PARTY AFFECTED BY AN EXCUSABLE DELAY SHALL TAKE ALL REASONABLE STEPS TO PERFORM DESPITE THE DELAY.

5. AMENDMENTS

This agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party and executed with the same degree of formality as this agreement.

6. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this agreement without the prior written approval of the other Party. Any attempted assignment or delegation without such as an approval shall be deemed null and void.

7. GOVERNING LAW; CHOICE OF FORUM

- 7.1 To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, notwithstanding any choice-of-law or conflict-of-law principles to the contrary.
- 7.2 The parties agree that any legal actions relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of Georgia.

8. SEVERABILITY

In case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible.

9. EFFECT OF TITLE AND HEADINGS

The title of the Agreement and the headings of its Sections are included for convenience only and shall not affect the meaning of the Agreement or the Section.

10. WAIVER

Failure of either Party to insist upon strict compliance with any term herein or failure by either Party to act in the event of a breach or default shall not be construed as a consent to or waiver of that breach or default or of any subsequent breach or default of the same or any other term contained herein.

11. ENTIRE AGREEMENT

This Agreement is the complete statement of the Parties' agreement and supersedes all previous and contemporaneous written and oral communication about its subject.

12. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document.

13. AUTHORITY

The Parties represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

14. ATTORNEY'S FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "**prevailing party**" shall mean the Party that is entitled to

recover its costs in the proceeding under applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(Authorized Seller(s) Signature)

(Date Signed)

(Buyer(s) Signature)

(Date Signed)

FORM OF BILL OF SALE - EXAMPLE

**STATE OF GEORGIA
COUNTY OF BULLOCH**

BILL OF SALE

Know all Men by these Presents:

That **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter called "Seller"), for and in consideration of payment of the sum of \$_____, and other good and valuable consideration, in hand paid, at and before the delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold and delivered, and by these presents does bargain and sell and deliver unto _____ (hereinafter called "Buyer"), the following described property, to-wit:

One house and its contents (but not the realty on which the house is located), which house is located on the west side of Highway 301 North at the end of the bypass, Statesboro, Georgia 30458, and which house is approximately 26' X 52' for a total of approximately 1,354 square feet.

TO HAVE AND TO HOLD the said property above described unto the Buyer, its successors and assigns, and to the Buyer's only proper use, benefit and behoof forever. The Seller covenants with the Buyer that it is the lawful owner of said property, that Seller has good right to sell the same, and that title to same is conveyed to the Buyer free and clear of any and all liens, charges, security interests, and encumbrances, and the Seller does hereby remise, release and forever quitclaim its interest in the property to the Buyer, its successors and assigns.

Said property is sold "as is," and Seller makes no warranties, express or implied, as to said property and hereby specifically disclaims any and all warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal this ____ day of _____, 2023.

BULLOCH COUNTY, GEORGIA

Accepted on behalf of BUYER:

By: _____

By: _____

Title: Roy Thompson, Chairman

Title: _____