



INVITATION FOR SALE BY SEALED BID: RE-BID

**BID NO. 03-02927
105 Nottingham Drive, Brunswick, Georgia**

**TO THE
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

Issued Monday June 19, 2017

Submission Due by 12:00 Noon, EST on Tuesday, July 25, 2017 to:

**Office of Procurement
Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127**

Contact: Pamela Drury-Crosby, Procurement Director – pcrosby@bgjwsc.org

**Please Label Submission with Firm's Name and Address and
"Sealed Bid – Property Bid No. 03-02927"**

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**Invitation for Sale by Sealed Bid by
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

INVITATION FOR SALE BY SEALED BID

**PARCEL NO. 03-02927
105 Nottingham Drive, Brunswick Georgia
Bid No. 03-02927**

SECTION 1 – Instructions to Bidders

The Brunswick-Glynn Joint Water & Sewer Commission (“JWSC”) invites sealed bids for the sale of JWSC-owned real property located at **105 Nottingham Drive, Brunswick, Georgia**, known by **Parcel No. 03-02927**.

1) DESCRIPTION OF THE REAL PROPERTY

The subject property consists of one parcel, Parcel No. 03-02927. The size is .74 acres vacant land zoned C1 Commercial. The site is on the south side of Nottingham Drive, one parcel west of Darien Highway (U.S. Highway 17), in unincorporated Glynn County (Brunswick) Georgia.

2) GENERAL INFORMATION

- a. The Bid Document: This Invitation for Sale by Sealed Bid and supporting documents can be downloaded from the Brunswick-Glynn County Joint Water and Sewer Commission website, www.bgjwsc.org. From the homepage, follow the link to Bid Opportunities and search by bid number.
- b. Bid Contact: Inquiries regarding bid requirements shall be directed in writing or via email to:

BGJWSC Procurement Department
Attn: Pamela Drury-Crosby
1703 Gloucester Street
Brunswick, Georgia 31520
Phone: (912) 261-7100
Fax: (912) 261-7178
Email: pcrosby@bgjwsc.org

Reference Bid No. 03-02927

3) TERMS AND CONDITIONS APPLICABLE TO THE SALE

- a. The property is being sold “as is” “where is” and “with all faults” and will be conveyed by quit claim deed only.

- b. At the time of submission of the offer, the Bidder must submit earnest money in certified funds in the amount of 10% of the bid amount. Certified checks should be made payable to **Brunswick-Glynn County Joint Water and Sewer Commission**.
- c. At the time of submission of the offer, the Bidder must provide evidence of availability of funds to close from a banking institution (Proof of Funds). A mortgage or loan commitment does not constitute Proof of funds for purposes of this transactions.
- d. Any and all due diligence and property inspections should be completed before the date of the Bid Opening since there is no provision for a due diligence period after bids have been opened.
- e. Bidders are required to be represented by a real estate sales person (agent or broker) licensed to do business in the State of Georgia.
- f. Funds shall be collected by the Successful Bidder at the closing in the form of cashier's check, wire transfer, or bank issued check.
- g. All costs of sale, including the JWSC's closing attorney's fees, shall be borne by the Successful Bidder and shall be paid at closing.

4) **PROPERTY INSPECTION / OPEN HOUSE**

None

A Property Inspection / Open House applies only to Properties where there is a building and/or other structures with interior square footage or where there is a gate that is locked or access is otherwise barred or constrained. In those cases, a representative of the JWSC's Procurement Division will be on hand to facilitate access to the Property and answer questions. Note, **however, that verbal responses do not bind the JWSC. Bidders should rely on this Invitation for Sale by Sealed Bid as the official source of information** (see Section 5 below).

5) **QUESTIONS AND ANSWERS**

Any questions regarding the bid documents of the bid process that are not answered in the Invitation for Sale by Sealed Bid shall be directed in writing to the Procurement Department; questions must be received no later than 5:00 PM, Monday, May 29, 2017. Inquiries may be mailed, hand-delivered, e-mailed or faxed to the Procurement contact listed on the cover page of this solicitation. Telephone inquiries will not be accepted.

The JWSC's answers to duly initiated inquiries that are material to the bid will be in the form of written Addenda to this Invitation to Bid. Addenda will be posted on the JWSC website www.bgjwsc.org. The Bidder should check the JWSC's website before preparing your bid for any addenda that may have been posted. No verbal response will bind the JWSC. Only the JWSC's written communications (the Invitation for Sale by Sealed Bid and any Addenda) constitute an official response.

6) PREPARATION AND SUBMISSION OF BIDS

Bid forms must be submitted in accordance with the following instructions:

- a. Bidders shall submit one (1) original Bid and (2) copies for each property. A completed Bid consists of the following documents listed below, duly executed as appropriate.
 - i. Bid Schedule (must use JWSC form, attached)
 - ii. Real Estate Sales Contract (must use JWSC form, attached)
 - iii. Non-collusion Affidavit (must use JWSC form, attached)
 - iv. Proof Funds (reference Section 1.3.c)
 - v. Earnest Money Deposit in certified funds made payable to **Brunswick-Glynn County Joint Water and Sewer Commission** (reference Section 1.3.b)
 - vi. Evidence of Authority to Sign (when applicable)
 - vii. Exclusive Buyers Brokerage Agreement (fully executed)
- b. Documents shall be signed and dated in blue ink. All blank spaces must be typed or hand-written in blue ink. All dollar amounts must be in BOTH words and figures. In the event of 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 as any other company or organization. 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.

- d. Bidder's real estate agent or broker is required to affix his/her signature to the Bid Schedule and Real Estate Sales Contract and to provide complete contact information.
- e. Bids must be sealed and clearly marked with the bidder's name and address and the following identification:

Bid No. 03-02927
105 Nottingham Drive, Brunswick, GA 31520

- f. Bids shall be addressed and delivered to:

Procurement Department
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

7) WITHDRAWAL OF BIDS

Bids may not be withdrawn once they have been received and opened by the JWSC.

8) NO CONTACT PROVISION

It is the policy of JWSC that the evaluation and award process for JWSC contracts shall be free from both actual and perceived impropriety, and that contracts between bidders and JWSC officials, elected officials and staff regarding pending awards of JWSC contracts is 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 JWSC officer, elected official, employee or designated JWSC representative, between the date of the issuance of this solicitation and the date of the issuance of the Notice of Award, 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 Director of Procurement.
- c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with JWSC officers, elected officials, employees or designated JWSC representatives shall result in a written finding by the Director of Procurement 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.

9) BID OPENING

Bids shall be opened in public at 12:05 P.M. at the place and date found on the cover page of this Invitation for Sale by Sealed Bid. The name of each bidder and the amount of each bid shall be read aloud.

Any bid received after the stated date and time shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the JWSC Procurement Department for receipt 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 Procurement Department. 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.

10) RIGHT TO REJECT BIDS

The JWSC reserves the right to reject any and all bids and cancel the sale at any time prior to closing. Any and all bids may be rejected if they are deemed in the judgement of the JWSC to be non-responsive to the Invitation for Sale by Sealed Bid.

11) APPLICABLE LAWS

All applicable laws and regulations of the JWSC and ordinances and regulations of Glynn County shall apply.

12) 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 JWSC Board of Commissioners. **Award will be made to the highest responsible bidder, provided that the price offered is deemed by the JWSC to be equal to or greater than the Fair Market Value as determined by the JWSC's appraisal.** All bids may be rejected if they are deemed in the judgement of the JWSC to be non-responsive to the Invitation for Sale by Sealed Bid.

13) DETERMINATION OF SUCCESSFUL BIDDER

The Real Estate Sales Contract will be awarded to the highest responsive, responsible bidders, provided that the price offered is acceptable to the JWSC, based upon its fair market value as determined by appraisal.

- 1) **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. **Evaluation by the Procurement Director of the bid amount in relation to the fair market value of the real estate as determined by appraisal;**
 - b. The completeness of all material, documents and/or information required by the JWSC; and
 - c. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- 2) **Responsibility:** The determination of the bidder's responsibility will be determined by the JWSC's assessment of the following:
 - a. The capacity of the Bidder to perform according to the contract.
 - b. Evidence that the bidder has suitable financial means to meet the obligations of the contract.
 - c. The JWSC reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the JWSC that he/she is properly qualified to carry out the obligations of the Contract.

14) RETURN OF EARNEST MONEY TO UNSUCCESSFUL BIDDERS

Upon completion of the Bid Evaluation by the Procurement Director and acceptance of the Procurement Director's recommendation to the Executive Director, all bidders shall be notified that a Successful Bidder has been selected. At that time, earnest money shall be returned to all unsuccessful bidders by certified mail.

Upon completion of the evaluation of the bids by the Procurement Director and acceptance of the Procurement Director's recommendation by the Executive Director, the Procurement Director shall:

- i. Send the Successful Bidder a Notice of Award, and
- ii. Request the preparation of the Quit Claim Deed by the Closing Attorney

15) NOTICE OF AWARD AND CLOSING

When the Quit Claim Deed has been prepared, it will be presented along with the Purchase Contract to the Chairman of the JWSC Commission and Executive Director for execution. At that time, the Procurement Director shall direct the Closing Attorney to provide instructions to the Successful Bidder in all matters relating to the closing, including time and date of the closing and the type and amount of funds to be collected at the closing.

Upon the closing of the transaction, the Closing Attorney shall distribute all closing documents and cause the deed to be recorded.

16) JWSC'S RIGHTS UPON FAILURE OF SUCCESSFUL BIDDER TO CLOSE

In accordance with the terms set forth in this Invitation for Sale by Sealed Bid under this subdivision, the JWSC 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 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 JWSC under the terms of the Real Estate Sales Contract and Invitation for Sale by Sealed bid and as a refusal to accept the JWSC's deed. The JWSC 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 JWSC is successful in enforcing its right to specific performance, the JWSC may demand that the Successful bidder pay the JWSC's reasonable attorney's fees incident thereto.

17) SUCCESSFUL BIDDER'S RIGHTS UPON FAILURE OF JWSC TO CLOSE

Subject to the JWSC's rights to reject any and all bids, the JWSC shall tender a duly executed Quit Claim deed conveying the land or interest in real property offered by it for sale within 120 days after Notice of Award to the successful bidder. Failure by the JWSC to close and deliver such Quit Claim Deed within the 120-day period shall entitle the successful Bidder to refuse to close the transaction by giving written notice of such action to the Procurement Director. Upon receipt of such written notice of refusal, the JWSC shall cancel the transaction and return all earnest money to the Successful Bidder. Neither the JWSC 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 schedule must be returned with the Bid

Bid No. 03-02927
105 Nottingham Drive, Brunswick, Georgia 31520

Bidder's Name or Legal Business Name: _____

My Bid to Purchase this property is:

\$_____ (dollar amount in numbers)

(dollar amount in words)

I have enclosed my earnest money deposit in certified funds in the amount of \$ _____, which is 10% of my bid amount.

In submitting this bid, the bidder acknowledges the following:

- Sale will be to the highest responsive and responsible bidder, provided that the price offered is equal to or greater than its Fair Market Value as determined by the Procurement Director and Executive Director.
- Bids may not be withdrawn once they have been received and opened by the JWSC.
- The property is being sold "as is" "where is" and "with all faults" and will be conveyed by Quit Claim Deed only.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to JWSC 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 or 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.
- Bidders are required to be represented by a real estate sales person (agent or broker) who is licensed to do business in the State of Georgia.
- Funds shall be collected from the Successful Bidder in the form of cash, cashier's check, wire transfer or bank issued check.

- All closing costs, including the JWSC's closing attorney's fees shall be borne by the Bidder and shall be paid at closing.
- Successful bidder must close on property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sale by Sealed Bid.

Bidder Address: _____

Phone: _____ Email: _____

Bidder Title (if appropriate) _____

Bidder Signature: _____ Date: _____

Real Estate Agent or Broker Name: _____ License #: _____

Real Estate Agent or Broker Phone: _____ Email: _____

Brokerage Name, Address and Phone: _____

Agent's Signature: _____ Date: _____

EXHIBIT 2

REAL ESTATE SALES CONTRACT

This schedule must be returned with the Bid

Bid No. 03-02927
105 Nottingham Drive, Brunswick, Georgia 31520

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, Parcel No. 03-02927, Glynn County, Georgia, and being known as 105 Nottingham Drive, Brunswick, Georgia 31520, together with all improvements now on the premises (collectively the "Property").

The Purchase Price of the property shall be _____ (\$ _____), to be paid as follows:

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 JWSC's Closing Attorney's fee.
3. Earnest Money. A good faith deposit of US dollars in certified funds in the amount of _____ (10% of 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.

JWSC 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, JWSC 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, JWSC 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 sales 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 cancelled.
7. Purchaser and Seller each represent and agree that Bidder is represented by a real estate sales person (agent or broker) who is licensed to do business in the State of Georgia and providing services to the Successful Bidder under an Exclusive Buyers Brokerage Agreement.
8. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provision of the Invitation for Sale by Sealed Bid 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.

9. Real estate taxes and assessment for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.
10. This transaction shall be closed by a law firm selected by the JWSC.
11. This instrument shall be regarded as a binding contract upon execution by the JWSC.

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

Signed, sealed and delivered this _____ day

JWSC, a political subdivision of the State of Georgia

Of _____, 2017 in the presence of:

Witness

Donald M. Elliott, Chairman

Notary Public

Attest: _____
Janice Meridith, Commission Clerk

[Notary Seal]

APPROVED AS TO FORM

This _____ day of _____, 2017

JWSC Attorney

PURCHASER(S)

REAL ESTATE AGENT

Print Name Here

Print Name Here

Signature

Signature

Street Address

Brokerage Name

City/State/Zip

Brokerage Address

Date of Execution

Agent's License Number

EXHIBIT 3

STATE OF GEORGIA

COUNTY OF GLYNN

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that 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 wards. 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 36-91-2 (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 _____, 2017.

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 4

LEGAL DESCRIPTION

Parcel No. 03-02927
105 Nottingham Drive, Brunswick, Georgia 31520

All of that certain lot, tract or parcel of land situate, lying and being in Glynn County, Georgia, and being designated as Lot Number Two Hundred Forty-Four (244) of Beverly Shores Subdivision as shown upon a map and plat of said subdivision dated February 26, 1958, and of record in the Plat Records in the Office of the Clerk of the Superior Court of Glynn County, Georgia, and said lot hereby conveyed being more minutely described as follows, to-wit: Beginning at a point on the Southern line of Nottingham Drive 110 feet Westerly from the intersection of the Southern line of Nottingham Drive with the Western line of U.S. Highway No. 17, and from said beginning point running thence North 83 degrees 07 minutes West for a distance of 161.17 feet to an iron pipe on an alleyway; thence run South 6 degrees 53 minutes West along said Eastern line of said alleyway for a distance of 200 feet to a point; thence run South 83 degrees 07 minutes East for a distance of 161.7 feet to a point; thence run North 6 degrees 53 minutes East for a distance of 200 feet to the iron pipe marking the point of beginning.

This property is more particularly described as follows:

All that tract or parcel of land, lying and being in 26th G.M.D., Glynn County, Georgia, and being more particularly described as follows: In order to find the Point of Beginning, commence at a 5/8" open top pipe found in western right-of-way of U.S. Highway 17 (Glynn Avenue) and from said 5/8" open top pipe found run thence North 82 degrees 48 minutes 16 seconds West 110.17 feet to an 1" open top pipe found, which 1" open top pipe found set marks the Point of Beginning of the herein described tract. From said Point of Beginning, run thence South 07 degrees 06 minutes 30 seconds West 199.90 feet to an 1/2" open top pipe found; run thence North 82 degrees 48 minutes 16 seconds West 161.63 feet to a 5/8" iron rebar set w/cap; run thence North 07 degrees 06 minutes 30 seconds East 199.90 feet to an 1" open top pipe found; run thence South 82 degrees 48 minutes 16 seconds East 161.63 feet to the 1" open top pipe found which marks the Point of Beginning of the herein described tract.

Said description according to plat prepared for Brunswick Glynn County Joint Water & Sewer Commission – Boundary Retracement Survey of 105 Nottingham Drive, by Thomas W. Hurley, Georgia Registered Land Surveyor No. 2468 dated March 14, 2017, and recorded in the public records of Glynn County, Georgia, in Plat Book _____, Page _____, to which reference is hereby particularly made.