



**INVITATION TO BID – ITB**  
**No. SPC No. ### - ###**

**SALE OF REAL PROPERTY OWNED BY THE STATE OF GEORGIA**

**PROPERTY LOCATION: THOMAS COUNTY, GEORGIA**

All inquiries regarding this ITB shall be directed to:

Carol Ross, Purchasing Manager  
Georgia State Financing and Investment Commission  
270 Washington Street, Second Floor  
Atlanta, GA 30334  
Phone: (404)463-5739  
Fax: (404)463-5699  
E-mail: [cross@gsfic.ga.gov](mailto:cross@gsfic.ga.gov)

**BID OPENING: August 7, 2012**

**TIME: 2:00 PM**

**BID PACKAGE  
FOR THE PROPOSED SALE  
OF CERTAIN REAL PROPERTY  
OWNED BY THE STATE OF GEORGIA**

**APPROXIMATELY 5.933 ACRES  
IMPROVED WITH AN APPROXIMATELY 23,687± SQUARE FOOT BUILDING  
AND APPROXIMATELY 5,229± SQUARE FOOT COVERED SHELTER  
INCLUDING APPROXIMATELY 920± SQUARE FEET OF ENCLOSED STORAGE;  
LOCATED IN LAND LOT 8 OF THE 13TH DISTRICT  
401 WOLFE STREET, THOMASVILLE, GEORGIA**

As required by law, the State Properties Commission (SPC) has obtained independent appraisals to assist the State in determining the fair market value of this property. An appraisal of \$149,000 will be presented to the Commission members as most representative of the property's Fair Market Value.

The building will be available for inspection by appointment Monday thru Thursday each week in July during the hours from 9:00 AM until 3:00 PM including the dates of July 2-5, 9-12, 16-19, and 23-26. To schedule an inspection, contact Gary Aldridge, Facilities Director for Southwest Georgia Technical College; 15689 U.S. Highway 19 N; Thomasville, Georgia 31792 at (229) 225-5294.

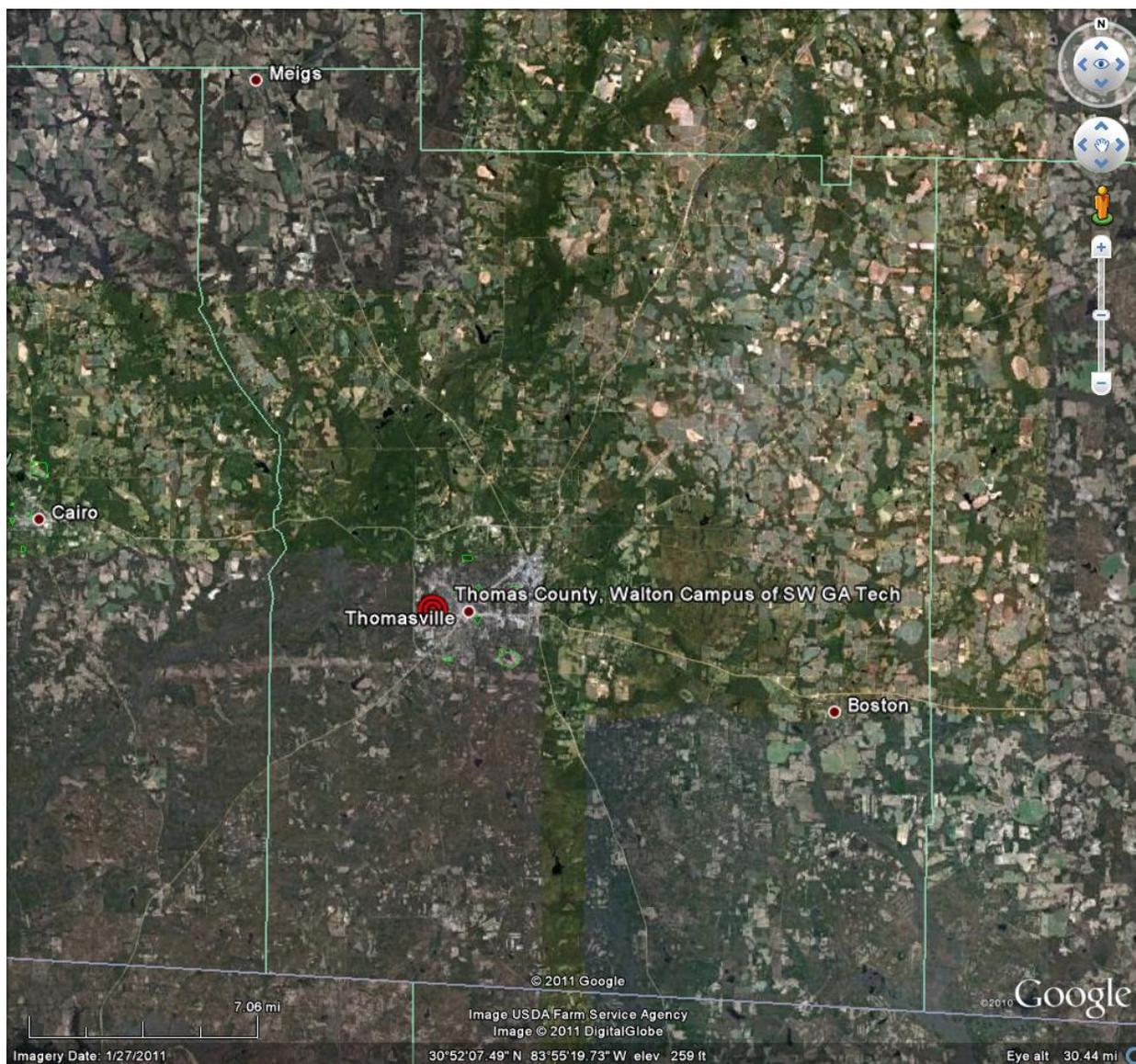
Bids will be opened at 2:00 PM on Tuesday, August 7, 2012 at the Georgia State Financing and Investment Commission, Procurement Services, 270 Washington Street, N. W., Second Floor, Atlanta, Georgia 30334.

Questions about any aspect of the Bid Package, or the Property, shall be submitted in writing to Carol Ross, Georgia State Finance and Investment Commission (GSFIC), e-mail: [cross@gsfic.ga.gov](mailto:cross@gsfic.ga.gov), fax: (404)463-5699. Minor questions by site visitors may be fielded by official site inspection representative as appropriate. **The deadline for submission of questions relating to this sale is noon, July 18, 2012.** All official answers to questions received shall be posted on the State Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). From the issue date of this solicitation until bids are publicly announced, respondents are not allowed to communicate about this solicitation for any reason with any employees or representatives of the State of Georgia except for submission of questions as instructed herein, or as provided by any existing work agreement(s). For violation of this provision, the SPC reserves the right to reject the bid of the offending respondent.

PHOTOS



MAP



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## INVITATION TO BID

Sealed Bids (hereinafter "Bids") must be received and stamped in by Georgia State Financing and Investment Commission (hereinafter "GSFIC"), Procurement Services, 270 Washington Street, N. W., Second Floor, Atlanta, Georgia 30334, by no later than **2:00 PM, prevailing legal time in Atlanta, Georgia, on Tuesday, August 7, 2012 (hereinafter the "bid submittal period")**. Immediately after the close of the bid submittal period, an official of GSFIC shall publicly open and read aloud all properly received Bids, for the purchase of that certain real property situated within the State of Georgia (hereinafter the "Property"), owned by the State of Georgia (hereinafter the "State") and being more particularly described in Exhibit "A" which is attached to this Invitation for Bid (hereinafter Invitation) and incorporated by reference herein.

Also included in this Invitation are: i) the Instructions to Bidders; ii) a Purchase Bid Form; iii) Form Contract for Purchase and Sale; and iv) Form of Quitclaim Deed. These documents together set forth the provisions, covenants, terms and conditions of the Invitation and are hereby incorporated by reference. Bids are invited from responsible persons for the purchase of the Property in accordance with all the provisions, covenants, terms and conditions cited in this Invitation.

The State Properties Commission (SPC) reserves the right, in its sole discretion, to accept the Bid that it determines to be the most advantageous to the SPC and the State and to reject any or all Bids for any reason. SPC also reserves the right to set a minimum price at which the Property may be sold, to waive any or all formalities, informalities or technicalities in the bidding or the Bids, and such waiver shall not prevent SPC's exercise of its right to accept or deny any Bid, and to evaluate, in its sole discretion, the responsibility of the bidder. Further, SPC reserves the right, in its sole discretion, and upon proper evaluation and justification to give credence, in its review of said Bids, to the bidder and Bid.

## INSTRUCTION TO BIDDERS

This Invitation contains the provisions, covenants, terms, and conditions for the sale and purchase of the Property, and appropriate Property information more particularly described in EXHIBIT "A" attached hereto and made part hereof.

### **Section 1.0 Preparation of Bids:**

- 1.1 A determination of responsiveness and responsibility shall be made for all Bids received.
- 1.2 Bidders must complete all aspects of this Invitation. Bids must be submitted on the "Purchase Bid Form" provided herein. There shall be no additions, deletions, changes, substitutions or explanations made to the Purchase Bid Form unless otherwise provided for in the form. As requested, additional pages may be permitted where the space provided on the Purchase Bid Form is inadequate for the requested information. Additional pages must reference the Purchase Bid Form continued section number, if any and the name of the bidder or be provided on appropriate company letterhead or other collateral materials. **Please note that all submittals to the SPC are a public record and as such are subject to public scrutiny.**
- 1.3 *Bids by Individuals:* A Bid by an individual, or individuals bidding jointly, shall include the individual(s) name(s), email address if available, and the residential and business addresses and telephone numbers of the individual or individual bidders on or attached to the Purchase Bid Form. The Purchase Bid Form must be executed by all bidders responsible for the submittal. ***Agents may not execute the Purchase Bid Form for individual bidders.***
- 1.4 *Bids by General Partnerships:* A Bid by a general partnership shall include the partnership's contact information, which shall include: a) a contact person; b) email address if available; c) the partnership's legal name, principal business address and telephone number; and d) the names, residential addresses, and telephone numbers of all general partners on or attached to the Purchase Bid Form. The Purchase Bid Form must also be

executed by all of the partners in the general partnership. A copy of the Articles of Partnership and the partnership agreement must be attached to the Purchase Bid Form.

1.5 *Bids by Limited Partnerships:* A Bid by a limited partnership shall include the limited partnership's contact information, which shall include: a) a contact person; b) email address if available; c) the limited partnership's legal name, principal business address and telephone number; and d) the names, residential addresses, and telephone numbers of all partners on or attached to the Purchase Bid Form. The Purchase Bid Form must be executed by all partners. A copy of the Certificate of Limited Partnership which complies with the requirements of the Official Code of Georgia Annotated (O.C.G.A.) § 14-9-201 et seq. or O.C.G.A. § 14-9A-20 et seq. must be attached to the Purchase Bid Form in order for the Bid to be considered a valid Bid of the limited partnership.

1.6 *Bids by Limited Liability Company:* A Bid by a limited liability company shall include the limited liability company's contact information, which shall include: a) a contact person; b) email address if available; c) the limited liability company's legal name, principal business address and telephone number; and d) the names, residential addresses, and telephone numbers of each member on or attached to the Purchase Bid Form. The Purchase Bid Form must be executed by all duly authorized representatives or owners. A certified copy of the Articles of Organization which complies with the requirements of O.C.G.A. § 14-11-301 et seq. indicating the limitations on the authority of any and all members or managers of the company must be attached to the Purchase Bid Form in order for the Bid to be considered a valid Bid of the limited partnership. Additionally; a "Certificate of Organization" as issued by the Secretary of State for the State of Georgia (or residency) must be attached to the Purchase Bid Form.

1.7 *Bids by Corporations:* A Bid by a corporation shall include the corporation's contact information, which shall include: a) a contact person; b) email address if available; and c) the corporation's legal name, principal business address and telephone number on or attached to the Purchase Bid Form. The Purchase Bid Form must be executed by the individual(s) or corporate body duly authorized to execute the document and to bind the corporation. The signature of the corporate official must be attested to by the Secretary or

other officer duly authorized to attest to the execution of contracts by the corporation. A certificate of incorporation must be attached to the Purchase Bid Form. A proper corporate resolution authorizing the execution of the Bid by the executing official must be attached and the corporate seal of the corporation must be affixed to the Purchase Bid Form. The resolution should also authorize the execution of the Purchase and Sale Agreement should the corporation's Bid be accepted.

- 1.8 *Agents.* Bids by Agents are generally not permitted. A Bid by an individual who identifies himself as an "Agent," shall include: a) the name(s); b) email address if available; c) business and residential addresses; and d) telephone numbers of both the agent and his or her principal(s) on or attached to the Purchase Bid Form. A valid and current power-of-attorney that expresses the covenant parameters under which the agent is duly and properly authorized to execute and submit a Bid for and on behalf of his or her principal or other legal document which evidences the Agent's authority to bind the principal must be attached to the Purchase Bid Form. SPC reserves the right to request additional information regarding the agency relationship, the individual agent's background or the represented entity and/or the authority of an agent under any scenario stated or otherwise construed. Upon such request, the information must be provided within a reasonable time to the requesting party or the SPC may at its sole discretion reject the Bid as unresponsive.

**Section 2.0 Submission of Bids:**

- 2.1 The completed Bid must be submitted in a sealed envelope. The name and address of the bidder should be legibly marked in the front upper left-hand corner of the envelope and the following notation should be marked in the center, with the appropriate information inserted from the Invitation:

BID FOR THE PURCHASE OF REAL PROPERTY SITUATED IN  
THOMAS COUNTY, GEORGIA,  
OWNED BY THE STATE OF GEORGIA  
BID NUMBER SPC NO. #### - ####  
NOT TO BE OPENED BEFORE 2:00 (TWO) O’CLOCK PM PREVAILING  
LEGAL TIME IN ATLANTA, GEORGIA, TUESDAY, AUGUST 7, 2012.

- 2.2 The completed Bid may be hand delivered or mailed to:

Georgia State Financing and Investment Commission  
Attn: Carol Ross, Purchasing Manager  
Procurement Services Department  
270 Washington Street, N.W., Second Floor  
Atlanta, Georgia 30334

- 2.3 If the Bid is mailed, the sealed envelope with the annotations required by Item 1 above should be inserted into a second envelope addressed as set forth in above.
- 2.4 ALL BIDS MUST BE RECEIVED AND STAMPED IN BY GSFIC AT THE ABOVE ADDRESS NO LATER THAN THE TIME, DATE AND PLACE SET FORTH ABOVE FOR THE OPENING OF THE BIDS.
- 2.5 Each Bid must be accompanied by a certified or cashier's check drawn and made payable to the order of the "State Properties Commission" in the amount of five percent (5%) of the amount of the Bid (hereinafter referred to as the "Bid Bond"). The Bid Bond shall be returned by SPC to each unsuccessful bidder after the actual Contract of Sale Agreement has been executed by the bidder whose Bid is accepted by the SPC; or, after all Bids have been rejected by SPC. The proceeds of the Bid Bond of the successful bidder shall be retained by SPC until the sale is finalized, at which time its proceeds shall be applied as partial payment

of the purchase price unless otherwise negotiated. Neither the SPC nor the State of Georgia shall pay, or be responsible for the payment of any interest on the amount of the Bid Bond.

**Section 3.0 Submission of Bid Constitutes Option Contract:**

The bidder understands and agrees that this Bid is being considered by SPC with other competitive bids for the purchase of the Property. As such, and in consideration of the mutual agreements of the bidders, similar hereto, the reliance of which the SPC holds based upon the Bids submitted, the bidder understands agrees that this Bid is an option contract to purchase the Property, which is hereby given by the bidder to the SPC to accept or reject and if accepted by the SPC constitutes a binding contract for the sale and purchase of the Property. Furthermore, in consideration of the premises, promises and mutual agreements contained and acknowledged by the Bid submittal, it is expressly covenanted and agreed that this Bid is not subject to withdrawal after the public opening of the Bid during the term of this offer. The SPC shall notify the successful bidder, if any, of its acceptance of the bidder's option contract. The bidder and SPC mutually agree to execute the Purchase and Sale Agreement promptly after the acceptance of the Bid.

**Section 4.0 Notices and Returns:**

All notices and returns shall be in writing and shall be given by depositing the same in Certified Mail - Return Receipt Requested, postage prepaid. The address for the bidder shall be the address shown on the upper-left-hand corner of the Bid envelope. The day upon which such notice is so mailed shall be treated as the date of service.

**Section 5.0 Liquidated Damages:**

If the successful bidder defaults on his obligations hereunder, the Bid Bond shall be retained by the SPC as liquidated damages and not as a penalty. Bidder acknowledges and agrees that the actual damages that would result from bidder's default cannot be ascertained and that the Bid Bond represents the best estimate of such damages. If the transaction is not consummated due to the default of the SPC or the State, then the entire Bid Bond shall be returned to bidder within thirty (30) days after such a determination is finalized.

**Section 6.0 Opening of Bids:**

Sealed Bids must be received and stamped in by the GSFIC at the address listed in the Invitation no later than 2:00 PM, prevailing legal time in Atlanta, Georgia, on the specified date therein. At that time, the Bids will be publicly opened by a Procurement Services Department official and read aloud for the information of bidders and other properly interested persons who may be present.

**Section 7.0 Determination of the Bid Most Advantageous to the State:**

- 7.1 All Bids received, publicly opened and read aloud shall be transmitted to the members of the State Properties Commission, for evaluation, review and final sales determination at the next regularly scheduled meeting of the SPC.
- 7.2 SPC in its sole discretion and determination shall, by resolution or official action:
  - 7.2.1 Waive any or all formalities, informalities or technicalities in the bidding;
  - 7.2.2 Accept the Bid determined by SPC to be the most advantageous; or
  - 7.2.3 Reject any or all of the Bids duly received.
- 7.3 SPC reserves the right, in its sole discretion and determination, to determine the responsibility of the bidder as well as the responsiveness of the Bid.
- 7.4 “Notice of Acceptance” will be sent with duplicate originals of the Purchase and Sale Agreement to the successful bidder for execution. Other bidders may be sent notices advising them of their relative positions in the bidding and of the provisions of Section 7.4.1 below if, in the discretion of SPC, their bids would have been accepted but for the successful bidder.
  - 7.4.1 The successful bidder must execute and return the duplicate originals of the Purchase and Sale Agreement, which will be sent with the Notice of Acceptance, to SPC within ten (10) calendar days from the date of service of written notice of the acceptance of the Bid. The Purchase and Sale Agreement shall be executed by the bidder with the same requisites, formality, attestation and acknowledgement as is prescribed and required by the laws of the State of Georgia for the execution and recording of deeds or instruments conveying an interest in the real property.

7.4.2 In the event the successful bidder fails to return the properly executed duplicate originals of the Purchase and Sale Agreement within ten (10) calendar days as set forth above, the SPC may declare the bidder in default and retain the Bid Bond as liquidated damages. The SPC may then accept the next Bid deemed to be most advantageous to the SPC.

**Section 8.0 Minimum Acceptable Bid Reservation:**

The SPC may establish a minimum acceptable bid amount for the Property. If no bid is received at or above the minimum acceptable amount, in the SPC's sole discretion, the Property may be withdrawn from sale, all bids may be rejected, or the most advantageous bid received may be accepted.

**Section 9.0 Due Diligence:**

In addition to the purchase price, the successful bidder (Purchaser) will be required to wire a separate payment to the State Properties Commission in the amount of \$7,200 for the State's due diligence expenses.

**Section 10.0 Withdrawal of Bid:**

A Bid may only be withdrawn by written request received by GSFIC at the address contained in the Invitation prior to the time designated for the public opening of the Bids. Negligence or errors in the preparation of the Bid confers no right on the bidder to withdraw his Bid after it has been publicly opened. See instruction titled "Submission of Bid Constitutes an Option Contract" above.

Withdrawal of bids shall be addressed to the following:

**GEORGIA STATE FINANCING AND INVESTMENT COMMISSION**  
Attn: Carol Ross, Purchasing Manager  
270 Washington Street, N.W., Second Floor  
Atlanta, Georgia 30334

***This Space Left Intentionally Blank***

**PURCHASE BID FORM**

To Whom It May Concern:

*Bidder (as undersigned) hereby declares and warrants; that each and all persons interested in this Bid is named herein and that no other person has any interest in this Bid or in the actual Purchase and Sale Agreement to be entered into if the Bid is accepted by SPC; that this Bid is made without connection with any other person making a Bid; and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.*

*Bidder hereby acknowledges that the Invitation for Bids, Instructions To Bidders, the Form of the Purchase and Sale Agreement and Form of Quitclaim Deed, which are incorporated in and by reference made a part of this Purchase Bid Form, have been carefully examined and are fully understood by the Bidder.*

*Bidder understands and agrees in consideration of the mutual agreements and the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged that this Bid is an option contract to purchase the Property, which is hereby given by the Bidder to the SPC to accept or reject at any time within ninety (90) days from the date upon which the Bid is opened and read aloud in a public setting, and if accepted by the SPC, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Purchase and Sale Agreement attached to the Instructions to Bidders. Furthermore, in consideration of the premises, promises and mutual agreements contained and acknowledged by this Bid submittal, Bidder covenants and agrees that this Bid is not subject to withdrawal after the public opening of the Bid during the term of this offer. Bidder hereby agrees to execute and return to SPC duplicate originals of the Sale and Purchase Agreement, within ten (10) calendar days from the date of service of written notice of the acceptance of this Bid; to fully and faithfully comply with all of the duties and obligations of the Purchaser contained in the Purchase and Sale Agreement, and to accept from the State a Quitclaim Deed essentially in the form and content of the Form of the Quitclaim Deed.*

*Attached hereto is a certified or cashier's check made payable to the order of the "State of Georgia" in the amount of five per cent (5%) of the amount of this Bid to act as a "Bid Bond" to be returned to all unsuccessful bidders. The successful Bidder agrees, that in case of failure on his part to meet any of the terms or conditions contained herein, including the execution and return of duplicate original Purchase and Sale Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Bid Bond shall be retained by SPC as liquidated damages and not as a penalty. Bidder agrees that the actual damages to SPC cannot be ascertained with certainty and that the Bid Bond represents the best estimate of such damages.*

***Bidder also agrees at closing to wire to the State Properties Commission (SPC) reimbursement of due diligence costs in the amount of \$7,300 to SPC's Operating Account. Wiring instructions for the reimbursement amount will be provided to the selected Bidder in addition to the wiring instructions for the remaining purchase price to the State's General Treasury account.***

*The amount of purchase price bid by this Bidder for the Property, more particularly described in Exhibit "A" attached to the Instruction to Bidder is*

**Bid Amount in Numbers: \$**

**Bid Amount in Words:** \_\_\_\_\_

Bidder hereby requests to take title to the Property in the following name(s) as Grantee(s):  
**Legal Name of Title Holder** **Signature of Title Holder**

*If more than three please provide equivalent data on separate letter.*

The street address(es) of the Grantee(s) (Post Office Box not acceptable) that shall be inserted in the body of the Quitclaim deeds is (are):

**Name**

**Address**

*If more than three please provide equivalent data on separate letter.*

*Bidder certifies that the full name, title, business address and telephone number of each person or entity interested in this Bid appears on Attachment A attached hereto and incorporated herein by this reference.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered, as to Bidder, in our presence:

Bidder Signature: \_\_\_\_\_

Bidder Name Typed/Written: \_\_\_\_\_

\_\_\_\_\_ (Corporate Seal)

Unofficial Witness Signature: \_\_\_\_\_

Unofficial Witness Typed Written Name: \_\_\_\_\_

Unofficial Witness Title: \_\_\_\_\_

**Official Witness:** \_\_\_\_\_ **Attest:** \_\_\_\_\_ **Corporate Seal here:** \_\_\_\_\_

**NOTARY:**

**STATE OF \_\_\_\_\_ ) COUNTY OF \_\_\_\_\_ )**

**Sworn and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_**

**Personally known: \_\_\_\_\_**

**Or Produced Identification (Type/Designation): \_\_\_\_\_**

**Notary Public - State of: \_\_\_\_\_ Commission Expires: \_\_\_\_\_**

**Additional Page to Use If Necessary**

Signed, sealed and delivered,  
as to Bidder, in our presence:

BIDDER

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Unofficial Witness

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Official Witness,  
Notary Public

Attest: \_\_\_\_\_  
*Corporations only*

My Commission Expires: \_\_\_\_\_

Notary Seal Affixed Here

*Corporate Seal Affixed Here*

Signed, sealed and delivered,  
as to Bidder, in our presence:

BIDDER

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Unofficial Witness

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Official Witness,  
Notary Public

Attest: \_\_\_\_\_  
*Corporations only*

My Commission Expires: \_\_\_\_\_

Notary Seal Affixed Here

*Corporate Seal Affixed Here*

**ATTACHMENT "A"**  
Interested Individuals  
*Use If Necessary*

Name: Interested Individual No. \_\_\_\_\_ Declarations  
Address

Phone: E Mail Fax

Name: Interested Individual No. \_\_\_\_\_ Declarations  
Address

Phone: E Mail Fax

Name: Interested Individual No. \_\_\_\_\_ Declarations  
Address

Phone: E Mail Fax

Name: Interested Individual No. \_\_\_\_\_ Declarations  
Address

Phone: E Mail Fax

Name: Interested Individual No. \_\_\_\_\_ Declarations  
Address

Phone: E Mail Fax

Name: Interested Individual No. \_\_\_\_\_ Declarations  
Address

Phone: E Mail Fax

**SELL AND PURCHASE AGREEMENT**

Counterpart No. \_\_ Of \_\_\_\_  
Original Executed Counterparts.  
Counterpart Of \_\_\_\_\_.

**STATE OF GEORGIA,  
COUNTY OF THOMAS:**

**AGREEMENT TO SELL AND PURCHASE REAL PROPERTY**

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter referred to as "the date hereof"), by and between the STATE OF GEORGIA, acting by and through its State Properties Commission, a commission of the executive branch of the government of the State of Georgia created by the General Assembly and existing under the Laws of the State of Georgia, whose address is 47 Trinity Avenue, G-02, Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as "Seller," and \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, Party of the Second Part, hereinafter referred to as "Purchaser".

**WITNESSETH THAT:**

WHEREAS, Seller owns certain real property being and lying in Thomas County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

WHEREAS, the Seller, pursuant to Resolution Act No. 657, (2010 Senate Resolution 1083), advertised the sale of the Property through public competitive bidding according to OCGA 50-16-39; and

WHEREAS, the Purchaser made a Bid thereon together with a Bid Bond in accordance with the Instructions to Bidders which Bid was duly accepted by Seller at its regular meeting on \_\_\_\_\_, 20\_\_; and

WHEREAS, Purchaser agrees to reimburse Seller \$7,200 for due diligence expenses and will wire such amount to the State Properties Commission's Operating Account prior to closing, as instructed by the Seller.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of \_\_\_\_\_ (the Bid Bond in the amount of 5% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1  
USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:
- 1.1.1 The words "State" and "Georgia" shall mean the "State of Georgia."
  - 1.1.2 The term "General Assembly" shall refer and include in its meaning "of the State of Georgia."
  - 1.1.3 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser, and when expressed words such as herein, hereto or other words of similar import are assumed as though in each case expressed.
  - 1.1.4 The words "execute" or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and legal pleadings.
  - 1.1.5 The term "Seller" as used herein shall mean the State of Georgia as Grantor and shall include its agents, the State Properties Commission, the State of Georgia, and agencies, as the case might dictate.
  - 1.1.6 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.
- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.
- 1.3 For convenience, when referring herein to Seller, the third person, neuter gender "it" is sometimes used.
- 1.4 For convenience, when referring herein to Purchaser, the third person, masculine gender "he," "his" or "him" is sometimes used.

Section 2  
SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, the Property. The Property is to be conveyed "as is and where is," without any faults or warranties.

Section 3  
PURCHASE PRICE

The Purchase Price of the Property is \$ \_\_\_\_\_  
(in words here: \_\_\_\_\_).

Section 4  
EARNEST MONEY

Simultaneously with complete execution of this Agreement, Purchaser has deposited with Seller Earnest Money the sum of \_\_\_\_\_, which sum Purchaser agrees shall not earn him any interest. The Earnest Money is to be held in escrow subject to this Agreement. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5  
ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller hereby permits Purchaser and his authorized representatives to enter onto the Property for the purposes of making an inspection, appraisal and survey of the Property which could result in a plat of survey being prepared. However, Seller and Purchaser agree the Property is being sold and purchased "by the tract and not by the acreage." In exercising the permission hereby given, Purchaser shall and does hereby agree to indemnify, defend and hold Seller harmless from any loss or liability suffered by Seller.

Section 6  
SELLER REPRESENTATIONS

- 6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:
- 6.1.1 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (Official Code of Georgia Annotated - O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution and implementation of this Agreement.
  - 6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase and sale is made "as is, where is, and with all faults."

Section 7  
RISK OF LOSS AND DAMAGE

- 7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.
- 7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at his option, may cancel this agreement, whereupon Seller shall return the Earnest Money to

Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8  
TITLE EXAMINATION

Purchaser shall have twenty (20) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "commitment"). If the commitment sets up (or sets forth) any title objection(s), Seller agrees to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same. Purchaser understands and agrees that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 9  
CLOSING

- 9.1 The Closing Date of this transaction shall be on or before the sixtieth (60th) day following the date of this Agreement. The Closing Date, and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.
- 9.2 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":
- 9.2.1 Seller shall pay the following expenses:
- (a) Fees of the Seller's attorney; and
- 9.2.2 Purchaser shall pay the following expenses:
- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
  - (b) Fee for examination and certification of the title to the Property; and
  - (c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and
  - (d) Expenses for filing and recording the Quitclaim Deed with the Thomas County Clerk of Superior Court, as required by Seller, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
  - (e) The expenses of any inspection, appraisal or field survey (or resulting plat of survey) of the Property obtained by Purchaser; and
  - (f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and
  - (g) Any other expenses actually incurred by Purchaser.
- 9.3 At the Closing, Seller and Purchaser shall each deliver to the other the following:

9.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 9.4 hereof.

9.3.2 Seller shall deliver to Purchaser the following:

- (a) A Quitclaim Deed conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property, the legal description contained therein to be verbatim as set forth in EXHIBIT "A" attached hereto; and
- (b) An owner's affidavit, executed by a designated official of Seller, sufficient to enable Purchaser to have deleted from its owners title insurance policy any exception for unfilled mechanics' and materialmens' liens; and
- (c) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction; and
- (d) A State of Georgia Real Estate Transfer Tax Declaration.

9.4 At the Closing, Purchaser shall tender to Seller a cashiers check, payable to Seller in the amount of the Purchase Price, less the amount of Earnest Money, or at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller.

9.5 At the Closing, Purchaser shall tender to the State Properties Commission, as instructed, \$7,200 as payment for Seller's due diligence expenses for this sale.

#### Section 10 DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property exist on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

#### Section 11 DEFAULT

11.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

11.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

#### Section 12 NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing

the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Section 13  
ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller

Section 14  
REAL ESTATE BROKERS AND ATTORNEYS

Seller represents that it has retained no agent or broker in this transaction. Purchaser warrants that they have retained no broker to represent them in this transaction; however, should Purchaser retain a broker or attorney to represent them, Purchaser covenants and agrees to discharge all financial obligations to such broker or attorney, and further covenants and agrees to indemnify and hold Seller harmless from all claims and liabilities from any such brokers or attorneys.

Section 15  
GENERAL PROVISIONS OF THIS AGREEMENT

- 15.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 15.2 All time limits stated herein are of the essence of this offer and Agreement.
- 15.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 15.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 15.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 15.7 This Agreement is executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 16  
ENTIRE AGREEMENT

This Agreement, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

IN WITNESS WHEREOF, Seller, acting by and through its duly authorized officials, and Purchaser have caused this Agreement to be signed and sealed on the date hereof.

**SELLER:**

**STATE OF GEORGIA  
Acting By and Through Its State Properties  
Commission**

By: \_\_\_\_\_ (Seal)  
GOVERNOR NATHAN DEAL, as  
Chairman of the State Properties Commission

Attest: \_\_\_\_\_ (Seal)  
STEVEN L. STANCIL  
State Property Officer  
State Properties Commission

(State Properties Commission Seal Affixed Here)

(Seal of the State of Georgia Affixed Here)

Signed, sealed and delivered, as to Seller, in our presence:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

Notary Public Seal Affixed Here)

My Commission Expires: \_\_\_\_\_

**PURCHASER:**

(Seal if Corporation)

Signed, sealed and delivered, as to  
Purchaser, in our presence:

My Commission Expires: \_\_\_\_\_  
(Notary Public Seal Affixed Here)

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

**Exhibit "A" – Legal Description  
Georgia State Properties Commission  
Request for Bids for 1 Tract of State-Owned Property  
APPROXIMATELY 5.933 ACRES IMPROVED PROPERTY IN FEE SIMPLE  
(SURVEY ATTACHED)  
THOMAS COUNTY, GEORGIA**

The Georgia State Properties Commission is requesting bids from prospective bidders for the purchase of those certain State-owned real property situated in Thomas County and located as follows in Thomasville, Georgia:

**(APPROXIMATELY 5.933 ACRES) REAL PROPERTY  
LOCATED IN LAND LOT 8 OF THE 13TH DISTRICT  
THOMAS COUNTY  
IMPROVED WITH AN APPROXIMATELY 23,687± SQUARE FOOT BUILDING AND  
APPROXIMATELY 5,229± SQUARE FOOT COVERED SHELTER INCLUDING  
APPROXIMATELY 920± SQUARE FEET OF ENCLOSED STORAGE,  
401 WOLFE STREET, THOMASVILLE, GEORGIA.**

LEGAL DESCRIPTION: All that tract or parcel of land lying and being in the City of Thomasville, and in Land Lot 8 Of The 13th District, Thomas County, Georgia, containing total area of 5.933 acres, more or less, and being all of that tract or parcel of land situate, lying and being in the City of Thomasville, Thomas County, and being more particularly shown on a plat of survey prepared by Frank E. Carlton, Registered Land Surveyor #1544, dated September 2nd, 1988, entitled "THOMAS TECHNICAL INSTITUTE", and which plat is recorded at Plat Cabinet 1, Folio 128C, Thomas County, Georgia Deed Records.

As depicted by said drawing, said property is described as follows:

To reach the point of beginning commence at the point of intersection of the center of Martin Luther King Drive with the center of Wolfe Street, said point of being marked with a P-K nail; run thence north 89 degrees 34 minutes 09 seconds west 1308.08 feet to a point; run thence south 00 degrees 37 minutes 00 seconds east 29.62 feet to a ½ inch diameter iron pin on the south right of way of Wolfe Street and the point of beginning of the property herein described; run thence south 00 degrees 37 minutes 00 seconds east 461.76 feet to a ½ inch diameter iron pin, run thence south 80 degrees 39 minutes 06 seconds west 502.20 feet to a concrete marker; run thence north 16 degrees 48 minutes 54 seconds west 88.00 feet to a concrete marker; run thence north 01 degree 39 minutes 17 seconds east 462.65 feet to a concrete marker on the south right of way of Wolfe Street; run thence south 89 degrees 36 minutes 52 seconds east along the south right of way of Wolfe Street 502.67 feet to the point of beginning.

Subject to: all easements, covenants, and restrictions of record.

Bids must be submitted in accordance with the requirements stated in the Invitation to Bid. Bids submitted in a format other than specified will be rejected.

Sealed Bids will be received for the State Properties Commission (hereinafter "SPC") by the Georgia State Finance and Investment Commission (GSFIC), Procurement Services Department at the , 270 Washington Street, N. W., Second Floor, Atlanta, Georgia 30334, until Two (2:00) PM prevailing legal time in Atlanta, Georgia, on Tuesday, August 7, 2012. Then and there to be publicly opened and read aloud by a proper official, for the purchase of that property



**Exhibit "B"**

**FORM OF DEED**

After Recording Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF GEORGIA,  
COUNTY OF \_\_\_\_\_:**

***QUITCLAIM DEED***

*THIS INDENTURE, hereinafter referred to as "Deed", is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **STATE OF GEORGIA**, acting by and through its State Properties Commission ("SPC"), whose address is 47 Trinity Avenue, Suite G-04, Atlanta, Georgia 30334, party of the first part, hereinafter called "Grantor," and \_\_\_\_\_, party of the second part, hereinafter called "Grantee," (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).*

**WITNESSETH THAT:**

***WHEREAS**, Grantor is the owner of certain improved real property lying and being in Land Lot No. \_\_\_\_\_, \_\_\_\_\_st Land District, \_\_\_\_\_ County, Georgia, commonly known as the address of \_\_\_\_\_ Street, within the City of \_\_\_\_\_, Georgia (hereinafter the "Property"), in the custody of \_\_\_\_\_, more particularly described on Exhibit A attached hereto and incorporated herein; and*

***WHEREAS**, the SPC advertised the sale of the Property through public competitive bidding; and*

***WHEREAS**, the Grantee herein made a Bid thereon, and the SPC, at its regular meeting held in Atlanta, Georgia, on \_\_\_\_\_, 20\_\_\_, determined and announced the said Bid to be the most advantageous to the State of Georgia; and*

**WHEREAS**, the General Assembly of the State of Georgia, adopted Resolution Act No. \_\_\_\_\_ (\_\_\_\_\_ Resolution No. \_\_\_\_\_) (the "Resolution") authorizing and directing the sale and conveyance of the Property; and

**WHEREAS**, the General Assembly declared in the Resolution that custody of the Property is vested in the SPC; and

**WHEREAS**, the General Assembly declared further in the Resolution that the Property is no longer useful to or needed by the State of Georgia and is therefore surplus; and

**WHEREAS**, the Governor of the State of Georgia approved the Resolution on \_\_\_\_\_, 20\_\_; and

**WHEREAS**, Grantee submitted the highest bid for the Property;

**NOW, THEREFORE**, Grantor, for and in consideration of the payment of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, convey and forever quitclaim unto Grantee all of Grantor's right, title and interest in the Property, being more particularly described in Exhibit A, which is attached hereto, incorporated herein and by this reference made a part hereof.

**TO HAVE AND TO HOLD** the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, without warranty of any type, kind or nature whatsoever.

*IN WITNESS WHEREOF*, Grantor, acting by and through its duly authorized officials, has caused this Deed to be signed in its name with its official seal affixed hereto, and approved by the Governor of the State of Georgia pursuant to O.C.G.A. § 20-3-60(a), on the day, month and year first above written. **GRANTOR:**

**STATE OF GEORGIA**

***Acting By and Through Its State Properties  
Commission***

By: \_\_\_\_\_ (Seal)  
*GOVERNOR NATHAN DEAL, as  
Chairman of the State Properties Commission*

Attest: \_\_\_\_\_ (Seal)  
*STEVEN L. STANCIL  
State Property Officer  
State Properties Commission*

*(State Properties Commission Seal Affixed Here)*

*(Seal of the State of Georgia Affixed Here)*

*Signed, sealed and delivered, as to Seller,  
in our presence:*

\_\_\_\_\_  
*Unofficial Witness*

\_\_\_\_\_  
*Official Witness, Notary Public  
My Commission Expires: \_\_\_\_\_  
(Notary Public Seal Affixed Here)*

## LEGAL AD COPY



### **Georgia State Properties Commission Request for Bids for State-Owned Property**

The Georgia State Properties Commission is requesting bids from prospective bidders for the purchase of that certain State-owned improved real property of 5.933 acres in fee simple to be subject to any easements, covenants, and restrictions of record, situated in Thomas County and located in Land Lot 8 Of The 13th District of Thomas County, Georgia improved with an approximately 23,687+/-square foot building and approximately 5,229+/-square foot covered shelter including approximately 920+/- square feet of enclosed storage located at 401 Wolfe Street, Thomasville, Georgia.

Bids must be submitted by 2:00 (Two) PM on August 7, 2012, in accordance with the requirements stated in the Invitation to Bid. Bids submitted in a format other than specified will be rejected.

Additional information regarding the Invitation to Bid and instructions for submitting a proposal may be obtained by contacting, in writing, Carol Ross, e-mail [cross@gsfic.ga.gov](mailto:cross@gsfic.ga.gov) or fax number 404-463-5699.