INVITATION TO BID (ITB) PACKAGE
SPC #502.05

SALE OF REAL PROPERTY OWNED BY THE STATE OF GEORGIA

PROPERTY LOCATION:

310 WEST BRYAN STREET
DOUGLAS, GEORGIA 31533
(COFFEE COUNTY)

All inquiries regarding this ITB shall be directed to:

Ryan Remle
State Properties Commission
270 Washington Street, Suite 2-129
Atlanta, Georgia 30334
Phone: (404) 232-1255
E-mail: itb.admin@spc.ga.gov

BID PACKAGE
CONTENTS

Part 1: Invitation to Bid

Exhibit A: Legal Description of Property

Exhibit B: Property Photographs and Map

Exhibit C: Marketing Package

Part 2: Instructions to Bidders

Exhibit A: Form of Sell and Purchase Agreement

Part 3: Purchase Bid Form

Part 4: Best and Final Bid Form

Part 5: Copy of Legal Ad

Part 1
INVITATION TO BID

The State Properties Commission ("SPC") is seeking bids for the sale of the following real property ("Property"):

APPROXIMATELY 0.83 OF AN ACRE IMPROVED WITH AN APPROXIMATE 4,000 SQUARE FOOT OFFICE BUILDING, LOCATED IN LAND LOT 177 OF THE 6TH DISTRICT, 310 WEST BRYAN STREET, DOUGLAS, COFFEE COUNTY, GEORGIA 31533.

The Property is more particularly described in the Legal Description attached hereto as Exhibit "A" and is further depicted on the photographs and maps attached hereto as Exhibit "B" and the Marketing Package attached hereto as Exhibit "C".

SPC has set a "Minimum Bid", as that term is defined in the Instructions to Bidders. The Minimum Bid must equal or exceed $200,000.

In addition to the purchase price, the buyer shall be required to pay for reimbursement of SPC's due diligence expenses in the amount of $6,771.50.

The property will be available for inspection by appointment only on each Wednesday between the hours of 10:00 a.m. to 2:00 p.m. until the Bid Opening. To schedule an inspection, contact Russell Gable at (404) 232-3386, or via email at russell.gable@gdol.ga.gov.

Sealed Bids (hereinafter "Bid(s)") must be received and stamped in by State Properties Commission (hereinafter "SPC"), 270 Washington Street, N. W., Suite 2-129, Atlanta, Georgia 30334, by no later than **2:00 PM, prevailing legal time in Atlanta, Georgia, on Tuesday, May 10, 2016 (hereinafter the "Bid Opening").** An official of SPC shall publicly open and read aloud all properly received Bids at the Bid Opening time.

Questions about any aspect of the Bid Package or the Property shall be submitted in writing to Ryan Remle, SPC, e-mail: itb.admin@spc.ga.gov. Minor questions by site visitors may be fielded by the official site inspection representative as appropriate. The **deadline for submission of written questions relating to this sale is noon, Friday, April 29, 2016.** All official answers to questions received shall be posted under the Property for Sale-Coffee County property link on the State Properties Commission Website at http://gspc.georgia.gov/property-sale-or-lease by **Friday, May 6, 2016**.

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.

INVITATION TO BID
EXHIBIT A
LEGAL DESCRIPTION

All that tract of improved land situate, lying and being in the City of Douglas and in Land Lot 177 of the 6th Land district of Coffee County, Georgia, containing 0.83 acres (36,145 square feet), as the same is shown on a certain September 18, 1984, plat of survey prepared for the State of Georgia by Carlton Evans, Georgia Registered Land Surveyor No. 1747, a copy of which is recorded in Plat Book 36, page 16 in the office of the Clerk of the Superior Court of Coffee County, Georgia, incorporated herein, and by this reference made a part hereof, and being more particularly described from said plat as follows: BEGINNING at an iron pin set located at a point formed by the intersection of the eastern right-of-way line of Manilla Avenue (having a 60 feet wide right-of-way) with the southern right-of-way line of West Bryan Street (having a 60 feet wide right-of-way); thence running north 89 degrees 33 minutes 01 second east, and forming an interior angle of 90 degrees 43 minutes 00 seconds with the course to be last run in this legal description, along and following the southern right-of-way line of West Bryan Street, a distance of 258.20 feet to an iron pin set located at a point formed by the intersection of the southern right-of-way line of West Bryan Street with the western line of lands designed as "City of Douglas" on said plat; thence running south 1 degree 09 minutes 59 seconds east, and forming an interior angle of 89 degrees 17 minutes 00 seconds with the last course

run, along and following the western line of lands designated as "City of Douglas" on said plat, a distance of 140.0 feet to an iron pin set located on the western boundary line of lands designated as "City of Douglas" on said plat; thence running south 89 degrees 33 minutes 01 second west, and forming an interior angle of 90 degrees 43 minutes 00 seconds with the last course run, a distance of 258.20 feet to an iron pin set located on the eastern right-of-way line of Manilla Avenue; thence running north 1 degree 09 minutes 59 seconds west, and forming an interior angle of 89 degrees 17 minutes 00 seconds with the last course run, along and following the eastern right-of-way line of Manilla Avenue, a distance of 140.0 feet to an iron pin set located at a point formed by the intersection of the eastern right-of-way line of Manilla Avenue with the southern right-of-way line of West Bryan Street and marking the POINT OF BEGINNING.

The above described improved real property is known as 310 West Bryan Street under the present system of numbering improved real property in the City of Douglas, Coffee County, Georgia.

SUBJECT to drainage easement as shown on the plat above referred to.

SUBJECT to restrictions, covenants and conditions as stated in deed from City of Douglas, expressly under its Community Development Program, to Wayne Dean, dated June 28, 1978, and recorded in RE 78-1762 in office of Clerk of Superior Court of Coffee County, Georgia, which restrictions, covenants and conditions are recorded in Deed Book 191, pages 491-508 in office of Clerk of Superior Court of Coffee County, Georgia.

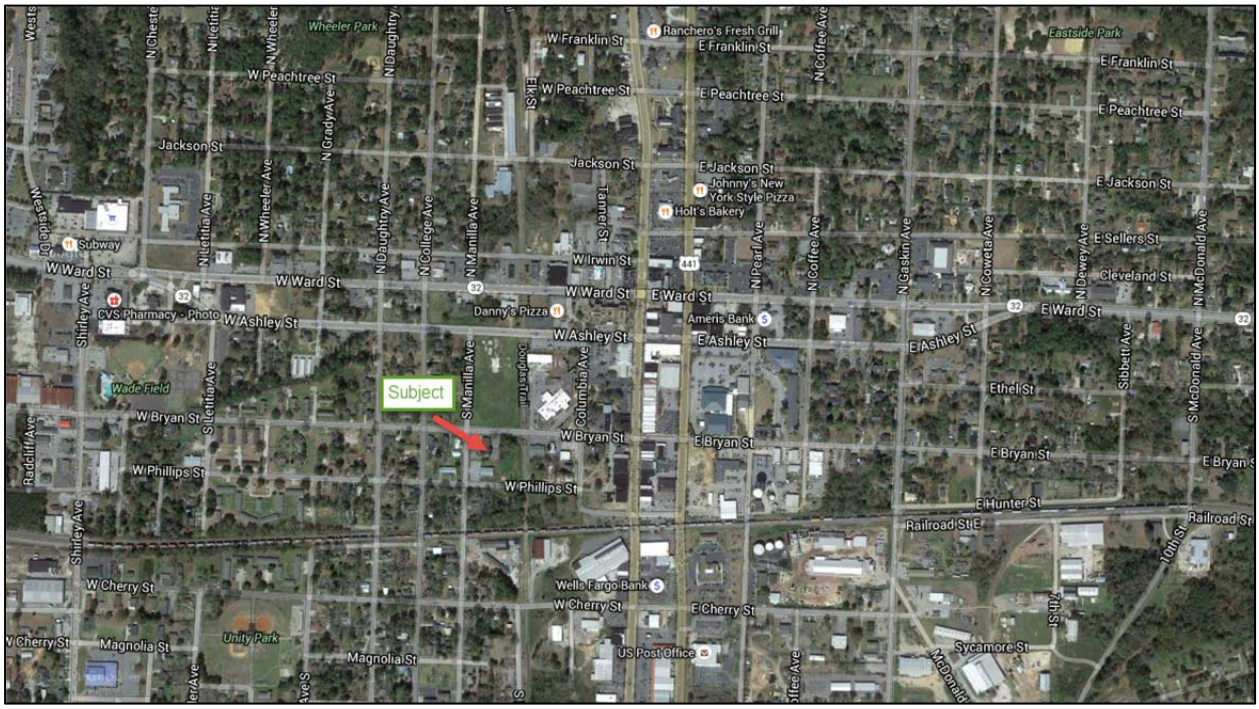
INVITATION TO BID
EXHIBIT B
PHOTOGRAPHS AND MAP

(Boundary Lines are Approximate)

Office Front

Office Side

Entrance from W. Bryan Street

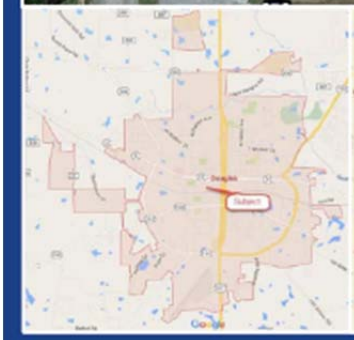


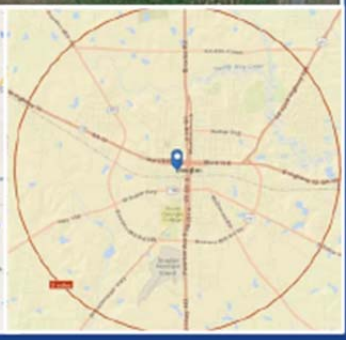
Location Map

INVIATION TO BID
EXHIBIT C
MARKETING PACKAGE

Receive the Invitation to Bid, upon posting, by Subscribing online at:

www.spc.ga.gov





FOR SALE

310 West Bryan Street
Douglas, Coffee County, Georgia
31533

- 0.83+/- Acres
- 4,000 +/- SF Office
- ~41 Parking Spaces
- Zoning: Town Center District
- Corner Site
- Douglas CBD~3 Blocks East

Freestanding Office!

Brick office with two curb cuts and signage along West Bryan Street. Site location provides good access and exposure and is located in a stable area. Functional floorplan with the opportunity to redesign the interior to your taste.

Great Access to Douglas and Surrounding Community!

SPC
State Properties Commission
REAL PROPERTY • REAL SOLUTIONS

(404) 463-1860

Part 2

INSTRUCTIONS TO BIDDERS

Section 1.0 Preparation of Bids:

1.1 Bidders must comply with all aspects of this ITB. 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. 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 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 review.**

Section 2.0 Submission of Bids:

2.1 The completed Bid Purchase Form 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 information inserted from the Invitation to Bid:

BID FOR THE PURCHASE OF REAL PROPERTY
OWNED BY THE STATE OF GEORGIA
SPC # _____
NOT TO BE OPENED BEFORE 2:00 (TWO) O'CLOCK PM PREVAILING LEGAL TIME IN ATLANTA, GEORGIA, ___DAY, _____ __, 20__.

2.2 If the Bid is mailed, the sealed envelope with the annotations required above should be inserted into a second envelope that is addressed for mailing. The completed Bid may be hand delivered or mailed to the following address:

State Properties Commission
Attn: Ryan Remle
270 Washington Street, N.W., Suite 2-129
Atlanta, Georgia 30334

2.3 All Bids must be received by SPC at the above stated address prior to the Bid Opening.

Section 3.0 Earnest Money

Each Bid must be accompanied by a certified or cashier's check drawn and made payable to the order of the "Georgia Department of Labor" in the amount of five percent (5%) of the amount of the Bid (hereinafter referred to as the "Earnest Money"). The Earnest Money shall be returned by SPC to each unsuccessful bidder after the Sell and Purchase Agreement has been executed by the bidder whose Bid is accepted by the SPC ("Successful Bidder"), after all bids have been rejected by SPC, or after expiration of the Bid. The proceeds of the Earnest Money 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 Earnest Money.

Section 4.0 Minimum Bid:

The minimum bid ("Minimum Bid") is the amount established by SPC, and set forth in the Invitation to Bid, as a starting bid which is the minimum amount that a Bid must meet or exceed in order for the Bid to be considered. If no Bid is received which meets the Minimum Bid, then SPC in its sole discretion may withdraw the Property from sale, reject all Bids, accept the most advantageous Bid, or take any other action that SPC deems to be in its best interest.

Section 5.0 Submission of Bid Constitutes Offer to Contract:

The bidder understands and agrees that its Bid (for purposes of this section and for the remainder of this Invitation to Bid, the term "Bid" refers to any Bid submitted in accordance with Section 2.0 or, if a Best and Final Offer Process is used, any Best and Final Bid submitted in accordance with Section 9.0) is being considered by SPC along with other competitive bids for the purchase of the Property. As such, and in consideration of the mutual agreements of the bidders, the reliance of which the SPC holds based upon the Bids submitted, the bidder understands and agrees that its Bid is an offer 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. The SPC shall have a period of 120 days from Bid Opening to accept the Bid. During this time period, the Bid cannot be withdrawn. Bids shall expire 120 days from Bid Opening.

Section 6.0 Withdrawal of Bid:

A Bid may only be withdrawn upon written request received by SPC at the address for submission of bids prior to the time for Bid Opening. No Bid may be withdrawn after it has been publicly opened.

Section 7.0 Opening of Bids:

At the time stated in the Invitation to Bid for Bid Opening, the Bids will be publicly opened by a SPC official and read aloud for the information of bidders and other properly interested persons who may be present.

Section 8.0 Determination of the Bid Most Advantageous to the State, Commission Action:

All Bids received shall be reviewed by the staff of the SPC and transmitted to the members of the SPC for official action at the next regularly scheduled meeting of the SPC. SPC, in its sole discretion, shall determine which Bid, if any, is most advantageous to the State. SPC reserves the right to waive any or all formalities or technicalities in the bidding, and may accept the bid determined by SPC to be the most advantageous, reject any or all of the Bids, initiate the Best and Final Offer Process, cancel the solicitation or Best and Final Offer Process, or amend the Invitation to Bid.

Section 9.0 Best and Final Offer Process:

9.1 A best and final offer process ("Best and Final Offer Process") may be initiated by SPC staff when multiple Bids are received that meet or exceed the Minimum Bid, or at the discretion of the SPC Executive Director. During the Best and Final Offer Process, Bidders will be given the opportunity to increase their Bid through completion and submittal of a Best and Final Offer Bid Form ("Best and Final Bid"), included herein.

9.2 If the Best and Final Offer Process is initiated, a new bid deadline ("Best and Final Bid Deadline") will be established for submittal of a Best and Final Bid which will be at a minimum of 30 days from the original Bid Opening. Notification will be sent to bidders that the Best and Final Offer Process has been initiated and information about the Best and Final Offer Process, including the Best and Final Bid Deadline, will be posted on the SPC website. SPC reserves the right to modify the Best and Final Bid Deadline provided the following conditions are met: each bidder notified of the initiation of the Best and Final Offer Process has responded to SPC in writing by either: 1) submitting a Best and Final Bid prior to the Best and Final Bid Deadline; or 2) providing notice of its

intent not to submit a Best and Final Bid. If SPC modifies the Best and Final Bid Deadline, the modification will be posted on the SPC website.

9.3 The initially submitted Bid ("Initial Bid") will remain in effect and be considered in the Best and Final Offer Process unless that Initial Bid is increased or unless the Initial Bid expires prior to the completion of the Best and Final Offer Process.

9.4 If a bidder chooses to submit a Best and Final Bid that exceeds their Initial Bid, the Bidder shall be required to proportionally increase their Earnest Money to match the Best and Final Bid. The proportionate increase in required Earnest Money will be hereinafter referred to as "Additional Earnest Money", and will be combined with any prior Earnest Money submitted with any prior Bids. *{Example Additional Earnest Money calculation based on the following assumptions: Initial Bid is $100,000; initial Earnest Money requirement was 5% of the Initial Bid; and Best and Final Bid is $150,000. In this example, Additional Earnest Money in the amount of $2,500 would need to be submitted with the Best and Final Bid, as shown:*

Example Earnest Money Calculations

Initial Bid Earnest Money Requirement Calculation		
Initial Bid		$100,000
% Earnest Money Requirement	x	5%
Initial Bid Earnest Money Requirement	=	*$5,000*
Best and Final Bid Earnest Money Requirement Calculation		
Best and Final Bid		$150,000
% Earnest Money Requirement	x	5%
Best and Final Bid Earnest Money Requirement	=	*$7,500*
Additional Earnest Money Requirement Calculation		
Best and Final Bid Earnest Money Requirement		$7,500
Initial Bid Earnest Money Requirement	-	$5,000
Additional Earnest Money needed with Best and Final Bid	=	*$2,500*

9.5 Except as modified by this Section 9, the instructions for submitting the Initial Bid shall apply to the submission of a Best and Final Bid.

Section 10.0 Notice of Acceptance of Bid

If a Bid or Best and Final Bid is accepted by SPC, a "Notice of Acceptance" will be sent to the Successful Bidder along with the Sell and Purchase Agreement, a copy of which is attached hereto as Exhibit "A", for execution. Other bidders may be sent notices advising them of their relative positions in the bidding and of the provisions of Section 11.2 below if, in the discretion of SPC, their bids would have been accepted but for the Successful Bidder.

Section 11.0 Execution of Sell and Purchase Agreement, Failure to Execute:

11.1 The Successful Bidder must execute and return the Sell and Purchase Agreement to SPC within ten (10) calendar days from the date of service of the Notice of Acceptance. The Sell and Purchase 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.

11.2 In the event the Successful Bidder fails to return the properly executed duplicate originals of the Sell and Purchase Agreement within ten (10) calendar days as set forth above, the SPC may declare that Bidder in default and may then accept the next Bid deemed to be most advantageous to the SPC.

11.3 If the Successful Bidder defaults on its obligations hereunder, including the obligation to return the executed Sell and Purchase Agreement, the Earnest Money shall be retained by the SPC as liquidated damages and not as a penalty. The Successful Bidder acknowledges and agrees that the actual damages that would result from the Successful Bidder's default cannot be ascertained and that the Earnest Money 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 entirety of the Earnest Money shall be returned to the Successful Bidder within thirty (30) days after such a determination is finalized.

Section 12.0 Due Diligence Costs

In addition to the purchase price, the Successful Bidder (Purchaser) will be required to wire a separate payment to the State Properties Commission (SPC) for reimbursement of SPC's due diligence expenses in the amount identified in the Invitation to Bid.

Section 13.0 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. All returns shall be mailed to the mailing address listed in the Bid Purchase Form. The day upon which such notice is so mailed shall be treated as the date of service.

INSTRUCTIONS TO BIDDERS
EXHIBIT A
FORM OF SELL AND PURCHASE AGREEEMENT

Counterpart No. __ Of ____
Original Executed Counterparts.
Counterpart Of _____.

STATE OF GEORGIA,
COUNTY OF _____:

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 270 Washington Street, Suite 2-129, 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".

W I T N E S S E T H T H A T:

WHEREAS, Seller owns certain real property being and lying in _____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 O.C.G.A. § 50-16-34(5), the State Properties Commission is authorized to convey the Property; and

WHERAS, the Seller, in accordance with O.C.G.A. § 50-16-39, advertised the sale of the Property through public competitive process; and

WHEREAS, the Purchaser made a Bid thereon together with Earnest Money 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 $_____for due diligence expenses and will wire such amount to the SPC's 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 _____ (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 [Reserved].

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, where is," and with all faults and without warranties.

Section 3
PURCHASE PRICE

The Purchase Price of the Property is $_____ (and written in words here: _____).

Section 4
EARNEST MONEY

Simultaneously with complete execution of this Agreement, Purchaser has deposited with Seller Earnest Money in the sum of $_____ (and written in words here: _____), 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 AND REQUIRED SURVEY AND LEGAL DESCRIPTION

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 shall result in a plat of survey and written legal description being prepared by Purchaser and approved by the Seller. The survey and legal description shall be prepared for review by the Seller within thirty (30) days from the date of this agreement and completed not later than fourteen (14) days after the Seller's review and approval. 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 in this Section 5, 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_____, 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, and those specified elsewhere in Section 9:

(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 _____County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
(e) The expenses of any inspection or appraisal and the expenses of the field survey and preparation of the legal description 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 in the form attached hereto as EXHIBIT “B”, 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 cashier’s 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 SPC, as instructed, at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller $_____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.

(SIGNATURES ON FOLLOWING PAGE)

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)
Name: _____
Title: _____

(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

_____ Notary Public Seal Affixed Here)
Official Witness, Notary Public

My Commission Expires: _____

PURCHASER:

By: _____
(Seal if Corporation)

Name: _____
Title: _____

Attest: _____
Corporations Only

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

Unofficial Witness

_____
Official Witness, Notary Public
My Commission Expires: _____
(Notary Public Seal Affixed Here)

Form of Sell and Purchase Agreement
Exhibit "A"

(Property Description to be Inserted)

Form of Sell and Purchase Agreement
Exhibit "B"
Quitclaim 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, whose address is 270 Washington Street, Suite 2-129, 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).

W I T N E S S E T H T H A T:

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 Grantor advertised the sale of the Property through public competitive bidding; and

WHEREAS, the Grantee herein made a Bid thereon; and

WHEREAS, the Grantor, pursuant to its authority under O.C.G.A. 50-16-34(5), determined and announced the said Bid to be the most advantageous to the State of Georgia at its regular meeting held on _____, 20__; and

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)
Name:_____
Title:_____

(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)

Quitclaim Deed
Exhibit A

(LEGAL DESCRIPTION: To be inserted and include survey from Invitation to Bid package attached. Survey shall be recorded by Purchaser at Clerk of Superior Court of the County where the Property is located, and Plat Book and Page information inserted in final legal description of deed before it is recorded).

Part 3
SPC #502.05
BID PURCHASE FORM

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the State Properties Commission this offer to purchase the following Property:

APPROXIMATELY 0.83 OF AN ACRE IMPROVED WITH AN APPROXIMATE 4,000 SQUARE FOOT OFFICE BUILDING, LOCATED IN LAND LOT 177 OF THE 6TH DISTRICT, 310 WEST BRYAN STREET, DOUGLAS, COFFEE COUNTY, GEORGIA 31533.

The Bidder hereby warrants and agrees that this Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and 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 submits this Bid as an offer to purchase the Property, which is hereby given by the Bidder to the SPC, to accept or reject at any time within one hundred and twenty (120) days from the Bid Opening, 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 Sell and Purchase Agreement.

Attached hereto as Earnest Money is a certified or cashier's check made payable to the order of the "Georgia Department of Labor" in the amount of five per cent (5%) of the amount of this Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Earnest Money shall be retained by SPC as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the SPC reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: $_____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual☐ Partnership☐ LLP☐ LLC☐ Corporation☐ Agent☐

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Bid Purchase Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ *day of* _____ *, 20__.*

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

Part 4
SPC #502.05
BEST AND FINAL BID FORM

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the State Properties Commission this offer to purchase the following Property:

APPROXIMATELY 0.83 OF AN ACRE IMPROVED WITH AN APPROXIMATE 4,000 SQUARE FOOT OFFICE BUILDING, LOCATED IN LAND LOT 177 OF THE 6TH DISTRICT, 310 WEST BRYAN STREET, DOUGLAS, COFFEE COUNTY, GEORGIA 31533.

The Bidder hereby warrants and agrees that this Best and Final Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and 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 submits this Best and Final Bid to increase their initial offer to purchase the Property, which is hereby given by the Bidder to the SPC, to accept or reject at any time within one hundred and twenty (120) days from the Bid Opening, 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 Sell and Purchase Agreement.

Attached hereto as Additional Earnest Money is a certified or cashier's check made payable to the order of the "Georgia Department of Labor" which Additional Earnest Money when combined with the Earnest Money submitted in the Initial Bid shall equal five per cent (5%) of the amount of this Best and Final Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Earnest Money shall be retained by SPC as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the SPC reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: $_____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual☐ Partnership☐ LLP☐ LLC☐ Corporation☐ Agent☐

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Bid Purchase Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ day of _____ , 20__.

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

Part 5

LEGAL AD COPY

State Properties Commission
Request for Bids for State-Owned Property

The State Properties Commission is requesting bids from prospective bidders for the purchase of that certain property owned in fee simple by the State, to be subject to any easements, covenants, and restrictions of record. The property is improved with an approximate 4,000 square foot office building and is located in Land Lot 77 of the 6th District of Coffee County with an address of 310 West Bryan Street, Douglas, Georgia 31533.

Bids must be submitted by 2:00 (Two) PM on Tuesday, May 10, 2016, 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, Ryan Remle, via e-mail itb.admin@spc.ga.gov, or U.S. Mail at State Properties Commission, 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334.