



ST. CLAIR COUNTY SCHOOLS
EQUIP. ENRICH. ENCOURAGE.

**Invitation to Bid
For Purchase
of Surplus Property**

February 25, 2025
Bid SCC#24/25-04BOE

St. Clair County Board of Education
410 Roy Drive,
Ashville, AL 35953
(205) 594-7131
(205) 594-4441 Fax

SUMMARY

The St. Clair County Board of Education (the “Board”) is seeking bids for the purchase of two parcels of surplus Board-owned real property located on Main Street in Ragland, Alabama, identified as Tax Parcel No.: 19-03-07-0-009-037.000 and Tax Parcel No.: 19-03-07-0-009-038.000, and further depicted and described in Exhibit A attached hereto (collectively, the “Property”). The Board will have the authority to approve the terms of any sale of the Property and to reject all bids if the Board deems them to be insufficient, in the Board’s sole discretion. The bidder/purchaser must be able to demonstrate the financial ability necessary to complete the purchase.

INSTRUCTIONS FOR PLACING A BID

Interested bidders must place bids utilizing the blank forms included in this packet. Responses to this Invitation to Bid (“ITB”) must be submitted in sealed packages and delivered to the **St. Clair County Board of Education Annex at 175 College St, Odenville, AL 35120 on or before Monday, March 17, 2025, at 2:00 p.m.**, at which time they will be publicly opened and read aloud. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Board will reject all late arrivals. “Bid SCC#24/25-04BOE” should be clearly marked on the face of the envelope containing the proposal along with the opening date. Failure to comply with this may cause the vendor’s response to be misdirected and therefore not to be considered. Oral, telephone, faxed, or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in long hand and executed by an individual duly authorized by the vendor to make a contract. Bids made out in pencil will NOT be accepted. The Board shall not be liable for any costs incurred by the respondents in preparing responses to this ITB or negotiations associated with award of a contract.

Failure to complete the information on the forms or failure to include all the forms with the bid may be grounds for the bid to be declared non-responsive.

REVIEW AND AWARD OF BIDS

Bids will be opened and read by the Superintendent or his designee, and the Superintendent shall make a recommendation for award to the Board based on the merits of the highest bid amount and the responsibility of the bidder. Any and all information submitted by prospective bidders may be used in the evaluation of a proposal.

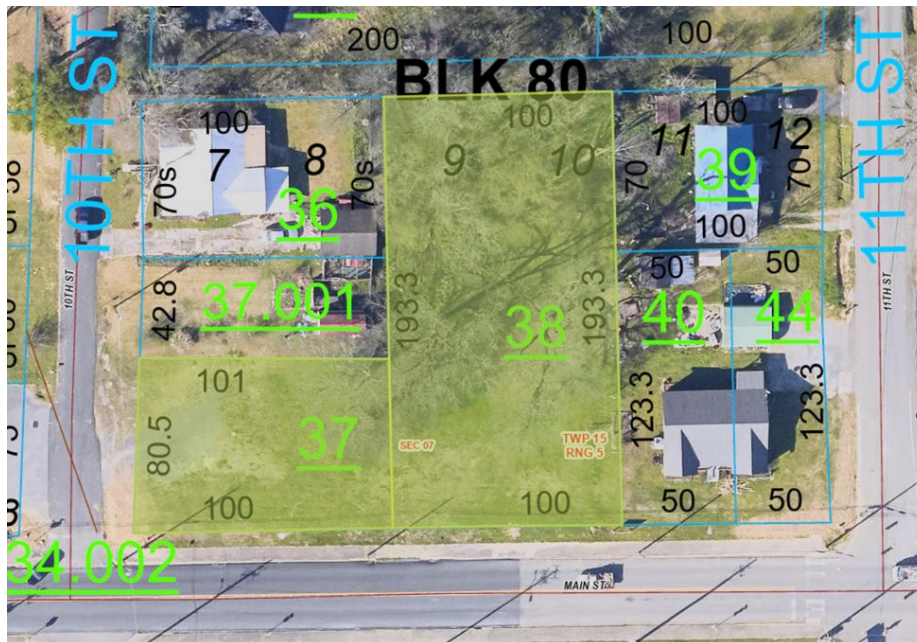
REJECTION OF BIDS

The Board reserves the right to waive any information and to reject any and all bids submitted, to accept any or all bids or parts thereof which in their judgment is in the best interest of the Board, and to negotiate with all responsible bidders. The Board also reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the vendor proposes. The Board reserves the right to reject the proposal of any vendor who in the opinion of the Board of Education is not in a position to adequately perform the contract. The bid will be awarded to the vendor submitting the proposal determined to be in the best interests of the St. Clair County Board of Education.

PROPERTY INFORMATION

The Property consists of two parcels of unimproved land located on Main Street in Ragland, Alabama, which real property is more particularly described as follows and more particularly depicted below:

- Tax Parcel No.: 19-03-07-0-009-037.000, more particularly described as follows: Lots number 7 and 8, Block 80, less seventy (70) feet heretofore conveyed to J.B. Combs on the North end of said lots, according to the map or plat of the Town of Ragland, Probate Office, St. Clair County, Ashville, Alabama.
- Tax Parcel No.: 19-03-07-0-009-038.000, more particularly described as follows: Lots number Nine and Ten (9 & 10), Block Eighty (80), facing on Main Avenue fifty (50) feet each, and running back north full length as shown on map of the town of Ragland, Alabama.



AWARD OF BIDS

A determination of award will be made based on the highest bid amount for each parcel of Property and the responsibility of the bidder. The Board reserves the right to waive any informality and to reject any and all bids submitted, to accept any or all bids or parts thereof which in their judgment is in the best interest of the Board, and to negotiate with all responsible bidders. In the case of a tie bid, the Board reserves the right to receive additional bids from the tie bidders to achieve the highest bid in a process to be determined by the Board in its sole discretion.

CONDITIONS OF AWARD

The award of a successful bid will include a requirement that the successful bidder must comply with all applicable laws and regulations governing the use, improvement, and maintenance of the Property. Language requiring legal compliance will be included in the real estate contract governing the purchase and sale of the Property and will survive the closing of the conveyance of the Property.

CONTRACT AND EARNEST MONEY

Within five (5) business days after the Board's acceptance of the proposal, the successful winning bidder shall execute the contract governing the terms and conditions of the sale of the Property in form and substance as attached hereto as Exhibit B and pay the required earnest money deposit of ten percent (10%) of the accepted offer. The earnest money shall be governed by the terms of the contract. To the extent the terms of this Request for Proposal and the contract attached hereto as Exhibit B conflict, the contract executed between the parties shall control.

CONDITION OF THE PROPERTY

The Board makes no warranties or representations regarding the condition of the Property. Bidders shall, at their own expense, perform such inspections, tests, and surveys as are necessary to satisfy the bidder that the Property is in a condition that is acceptable to bidder.

It shall be the responsibility of any interested bidders, at their sole expense, to satisfy themselves that the Property is acceptable to the bidder. The Property shall be sold, and the successful bidder shall accept possession of the Property on the closing date, "AS IS, WHERE IS, WITH ALL FAULTS", and the Board has not and shall not be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to bidder or anyone with respect to the Property or the results of any bidder's due diligence. Interested bidders shall independently confirm to their satisfaction all information that they consider material to the purchase of the Property. After closing, all conditions of the Property shall be the sole responsibility of the successful bidder and purchaser.

RELEASE OF THE BOARD FOR LIABILITY FOR PROPERTY CONDITION

The successful bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Board, its employees, agents, officers, officials, managers, representatives, attorneys, elected officials, successors and assigns, and each and all of them, of and from any and all claims, demands, causes of action, and suits of every kind and nature which the successful bidder may now have, may have had at any time heretofore, or may have at any time hereafter arising from or resulting from or in any manner incidental to the Property.

TITLE INSURANCE

The Board owns fee simple marketable title to the Property, subject to the matters of public record recorded in the Office of the Judge of Probate of St. Clair County. The successful bidder may elect to purchase title insurance on the Property. All costs associated with any owner's and lender's title policies, including all premiums and search and exam fees, shall be paid by the successful bidder at closing. The Board shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

BID ACCEPTANCE

Formal acceptance of a bid and authority to convey the Property will be formalized by the Board through the passage of a resolution. The highest bidder will be notified whether the bid has been formally accepted or rejected.

CLOSING

The sale shall be closed at the office of Trussell, Funderburg, Rea, Bell & Furgerson, P.C., Pell City, Alabama, and the successful bidder shall be responsible for all closing costs. At closing, the Board shall convey the Property by Statutory Warranty Deed, and the Board shall execute a settlement statement and such other documents related to closing and title as approved by the Board Attorney. Possession of the Property is to be given upon delivery of the deed.

QUESTIONS

For all questions or requests for clarification, bidders are encouraged to contact by e-mail or phone: Danielle Pope, CSFO, danielle.pope@sccboe.org, (205)594-2028.

BID SHEET

Proposal By:

Name (Individual or Corporation)

Address (Street and/or PO Box)

City

State

Zip Code

Phone

Email

Does hereby bid the following in accordance with the Specifications relating to Board-owned Surplus Property available for purchase:

Tax Parcel No.: 19-03-07-0-009-037.000

TOTAL BID AMOUNT \$ _____

Tax Parcel No.: 19-03-07-0-009-038.000

TOTAL BID AMOUNT \$ _____

BIDDER MUST SIGN

Company/Individual Name: _____

Signature: _____

Address: _____

Telephone Number: _____

Date: _____

EXHIBIT A The Property

- **Tax Parcel No.: 19-03-07-0-009-037.000, more particularly described as follows:**

Lots number 7 and 8, Block 80, less Seventy (70) feet heretofore conveyed to J.B. Combs on the North end of said lots, according to the map or plat of the Town of Ragland, Probate Office, St. Clair County, Ashville, Alabama.

- **Tax Parcel No.: 19-03-07-0-009-038.000, more particularly described as follows:**

Lots number Nine and Ten (9 & 10) in Block Eighty (80), facing on Main Avenue fifty (50) feet each, and running back north full length as shown on map of the Town of Ragland, Alabama.



EXHIBIT B
PROPOSED CONTRACT

The undersigned Buyer, _____, hereby agrees to purchase, and the undersigned Seller, the **ST. CLAIR COUNTY BOARD OF EDUCATION**, a public body organized under the laws of the State of Alabama, hereby agrees to sell, two parcels of real property identified as Tax Parcel No.: 19-03-07-0-009-037.000 and Tax Parcel No.: 19-03-07-0-009-038.000, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, all of which property is more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Property”), subject to (a) current real estate taxes not delinquent, (b) present zoning classification, (c) easements, restrictions, covenants currently of record, on the terms stated below:

1. PURCHASE PRICE:

The Purchase Price of the Property shall be: \$ _____

Earnest Money under this Contract shall be

10% of the Purchase Price: \$ _____

Amount Due at Closing: \$ _____

2. TITLE INSURANCE:

Acceptable title hereunder is fee simple marketable title vested in Seller as to the Property, subject to only the lien for real estate taxes not yet due and payable and the Permitted Exceptions (as defined below). When this Contract is fully executed by all parties, the parties shall order a title insurance commitment from Coosa Valley Title Company, Inc., Pell City, Alabama (“Title Company”) covering the Property and legible copies of all documents shown as exceptions thereon (collectively, the “Commitment”). The Commitment shall commit to issue to Buyer, upon recording of the deed to Buyer, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the Property, subject only to title matters accepted by Buyer (the “Permitted Exceptions”). All costs associated with the owner’s and lender’s title policies issued pursuant to this Contract, including all premiums and search and exam fees, shall be paid by Buyer

at the Closing. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

3. PRORATIONS AND HAZARD INSURANCE:

The taxes, as determined on the date of closing, are to be prorated between the Seller and the Buyer as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered.

4. CLOSING AND POSSESSION DATE:

The sale shall be closed at the office of Trussell, Funderburg, Rea, Bell & Furgerson, P.C., Pell City, Alabama (“Escrow Agent”), and the deed delivered on or before _____, except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said Property. Possession is to be given upon delivery of the deed.

5. CONVEYANCE:

The Seller agrees to convey the Property to the Buyer by Statutory Warranty Deed, free of all encumbrances, except as permitted in this Contract. Seller and Buyer agree that any encumbrance not herein excepted or assumed may be cleared at the time of closing from the sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by the Seller. It shall be Buyer’s sole responsibility for determining the present zoning classification of the Property and whether or not the Property is located in a flood plain.

6. SURVEY:

The Buyer shall have the right, at Buyer’s sole expense, to perform a survey of the Property by a registered Alabama Land Surveyor selected by Buyer.

7. EARNEST MONEY AND BUYER'S DEFAULT:

The Buyer hereby authorizes the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Contract. In the event the Buyer fails to carry out and perform the terms of this

Contract, the earnest money shall be forfeited as liquidated damages at the option of the Seller, provided the Seller agrees to the cancellation of this Contract.

8. INITIAL SITE INFORMATION; SELLER COOPERATION:

Following the full execution of this Contract, Seller shall make the Property available for inspection by Buyer. Buyer shall, at its own expense, perform such site inspections and environmental audits, tests, and sampling of the Property as it, in its sole discretion, deems necessary to determine the condition of the Property, provided, however, that Buyer shall reasonably restore the Property to the condition as it existed prior to such testing.

9. CONDITION OF THE PROPERTY:

It shall be the responsibility of the Buyer, at Buyer's sole expense, to satisfy itself that all conditions of this Contract are satisfied before closing. Buyer acknowledges and agrees that Buyer has conducted or shall conduct such due diligence as Buyer deems necessary or appropriate in connection with Buyer's purchase of the Property. Buyer acknowledges and agrees that (a) the Property shall be sold, and Buyer shall accept possession of the Property on the closing date, "AS IS, WHERE IS, WITH ALL FAULTS"; (b) Seller has not and shall not be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, or the results of Buyer's due diligence; and (c) Buyer shall independently confirm to its satisfaction all information that it considers material to its purchase of the Property. After closing, all conditions of the Property shall be the sole responsibility of the Buyer. Seller makes no warranties or representations regarding the condition of the Property. Buyer shall, at Buyer's own expense, perform such environmental tests and surveys as are necessary to satisfy Buyer that the Property is in a condition that is acceptable to Buyer.

10. NO ASSESSMENTS:

Seller represents that Seller has not received notification from any lawful authority regarding any assessments that remain unpaid, pending assessments, pending public improvements, or repairs, replacements, or alterations to the Property that have not been satisfactorily made.

11. SELECTION OF ATTORNEY:

The closing shall take place at the law offices of Trussell, Funderburg, Rea, Bell & Furgerson, P.C., in Pell City, Alabama, and the Buyer shall pay all closing costs. The parties acknowledge that they have a right to be represented at all times by separate and independent counsel in connection with this Contract.

12. USE OF THE PROPERTY:

Following closing, Buyer shall comply with all applicable laws and regulations regarding the improvement, development, use, and maintenance of the Property. Buyer's contractual obligation under this provision shall survive the closing and conveyance of the Property.

13. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. The parties hereto acknowledge that no oral statement, representation, promise or inducement shall have any validity nor shall be part of this Agreement. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

13. ADDITIONAL TERMS:

[SIGNATURE PAGE FOLLOWS]

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THE CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

SELLER:

ST. CLAIR COUNTY BOARD OF EDUCATION

By: _____
Name: Scott Suttle
Title: President
Date: _____

ATTEST:

Dr. Justin Burns, Superintendent

BUYER:

Witness

BY: _____
Date

EXHIBIT A
The Property

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