

INVITATION TO BID
Sale of State-Owned Real Property

Bid Number: 00057
Page 1 of 16

Issue Date:7/12/2024
Opening Date:8/14/2024

The South Carolina Department of Administration, Division of Facilities Management and Property Services, ("Agent") has been authorized for the sale of this property ("Property") as described herein on behalf of the State of South Carolina ("Seller"). Attached you will find information relative to this Property. The following terms and conditions ("Terms and Conditions") govern and apply to this Invitation to Bid.

1. **PLEASE INITIAL AND RETURN ALL PAGES OF THIS BID PACKAGE WITH YOUR SUBMISSION.**
2. The Bidder shall assume full responsibility for timely delivery of bids to the location designated for receipt of bids.
3. **Sealed bids will be received at any time prior to 3:00 p.m., Wednesday, August 14, 2024,** and must be submitted on the Bid Form attached. The outside of the envelope shall be marked, "**SEALED BID #00057**" in the lower right corner. All hand delivered or mailed bids should be addressed to:

SC Department of Administration
ATTN: Real Property Services
1200 Senate Street, 6th Floor
Columbia, SC 29201

Real Property Services will time and date stamp all bid envelopes. Bids that do not conform to the above requirements will not be accepted.

4. **The opening of bids shall take place at 3:15 p.m., Wednesday, August 14, 2024,** in the Real Property Services Office located at the address above. Attendance at the opening is not required and will not affect the outcome. A list of results will be available after determination of bid acceptability.
5. ALL BIDS ARE TO BE NET TO THE SELLER.
6. The Seller may accept bids subject to contingencies; however, in its sole discretion, the Seller reserves the right to discount the value of a bid due to the number and impact of any contingencies incorporated within the bid. Neither Agent nor Seller shall be required to assist any prospective bidder with the procurement of satisfaction of any contingencies contained within a bid.
7. The Seller reserves the right to consider the offering price, any conditions of the offer, the financial ability of the prospective purchaser and any other matters believed by the Seller to be germane in considering any bid.
8. THE SELLER HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. This Invitation to Bid is not an offer to sell and does not constitute or create any obligation of any nature on the part of the Agent or Seller. The successful bidder will be determined by Seller.
9. The Seller will deliver the Property to the purchaser in "as is" condition by a quitclaim deed. The sale is subject to all rights-of-way, leases, easements, restrictions of record, and other matters affecting title whether recorded or not and to any and all governmental laws and ordinances applicable to the Property.
10. All information contained within this Invitation to Bid is believed to be accurate but is not guaranteed by the Agent and/or Seller.
11. All interested persons visiting or viewing the Property may do so at their own risk and must assume all risk connected therewith, including but not limited to the obligation to indemnify and hold harmless the Agent and Seller from any loss and/or damage it may experience as a result of such visiting or viewing of the Property.

Any additional information desired by a bidder regarding the subject property must be requested in sufficient time to allow for a reply to reach each bidder before the submission of its bid. The response made will be in the form of an amendment to the Invitation to Bid and will be furnished to all prospective bidders. For information and site visits, you may contact Linda Gordon with Real Property Services by phone at (803) 737-4636 or by email at Linda.Gordon@admin.sc.gov

Bidder's Initials: _____

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BID FORM

Bidder: _____

Bidder's Agent/Representative: _____

Address: _____

Date: _____ **Telephone:** _____

The undersigned (hereinafter called the "Bidder"), having inspected the real property owned by the State of South Carolina, by and through the Department of Administration, more fully shown and described on **Exhibit C** in reliance upon its examination and inspection, hereby offers to purchase from the State (hereinafter called the "Seller"), the parcel of real property bid upon below. The Seller reserves the right in its sole discretion to refuse any and all bids.

The subject property ("Property") consists of a 1,512± square foot vacant commercial building located on a 0.13± acre upland site. The address is 4490 Water Front Avenue, Little River, South Carolina 29566. The Property is further described as the upland portions shown on the tax maps of Horry County at TMS 1310305029 and PIN 31109020004. The Property consists of upland areas only.

Please write the amount of your bid in the space provided. The Seller will not accept bids for less than the minimum bid price listed in this Invitation to Bid. You may bid at the minimum bid, although there is no assurance a minimum bid will be a successful high bid.

BID AMOUNT: \$ _____
(Minimum Bid \$300,000.00)

UPON ACCEPTANCE of this bid by the Seller, the Bidder will be required to execute an Agreement for Purchase and Sale of Real Property ("Agreement") in substantially the same form attached in **Exhibit A. Any exceptions to the Agreement should be included in the Bidder's bid and will be at the Seller's discretion as to acceptability.**

The Bidder hereby offers to pay for the Property in the amount bid, upon the following terms and conditions and subject to the Terms and Conditions set forth in the Invitation to Bid and incorporated herein:

Seller is selling the Property in "As-is" condition without any representation regarding the Property's condition, environmental or otherwise. The Bidder shall have the right to enter upon and inspect the Property, subject to the agreement of indemnification as set forth in Exhibit B, attached hereto, and to have the same tested for toxic or other hazardous substances and otherwise make such physical inspections and analysis as the Bidder shall deem necessary or appropriate.

Bidder acknowledges that any alteration of the critical area, including any dock construction or modification, will need to comply with all statutes, regulations, and permitting requirements, including but not limited to S.C. Code Section 48-39-10, et seq.

As part of bid submission, the Bidder shall sign **Exhibit B** acknowledging that he has had an adequate opportunity to inspect and test the Property to be acquired pursuant to the above inspection and testing provision. The Bidder shall have possession of the Property at Closing.

The Property shall be conveyed by the Seller to the Bidder at the Closing in **"as is" condition**.

Bidder's Initials: _____

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The Bidder herewith deposits with the Agent as earnest money on the purchase of the Property, made payable to the **South Carolina Department of Administration**, the amount of five (5%) percent of the Bidder's bid to be applied to the purchase price if this bid is accepted by the Seller.

In the event the bid is rejected, the deposit shall be mailed in full to the Bidder, without interest, within ten (10) days of the rejection. In the event the Bidder defaults hereunder and fails to comply with the terms of this bid, the Bidder hereby agrees that the earnest money paid by the Bidder shall be retained by Seller as damages and the Seller may pursue any rights or causes of action available against the Bidder.

This bid, the attached Invitation to Bid, and the exhibits contain all of the terms and conditions of the Bidder's offer to purchase the Property and there are no other written or oral agreements or understandings between the Bidder, Seller, and Agent in regard to this bid or to the Property.

Exhibit "A" (Agreement for Purchase of Real Estate and Related Property), Exhibit "B" (Acknowledgement of Inspection and Testing Opportunity), and Exhibit "C" (Property Information) referred to in this Bid are incorporated herein and made a part hereof.

Any contingencies Bidder wishes to have considered (including any reasonable period of time Bidder believes necessary to conduct due diligence investigations):

Name of Company (if applicable)

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

This Invitation to Bid may be amended at any time prior to opening. Should an amendment to the Invitation to Bid be issued, it will be posted on the Department of Administration's website at <https://admin.sc.gov/services/real-estate> . Further, bidders must acknowledge receipt of any amendment to the Invitation to Bid by signing and returning the amendment with the bid package. The acknowledgment and bid must be received by Real Property Services by the time and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the website for amendments to the Invitation to Bid.

Bidder's Initials: _____

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EXHIBIT A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made and entered into by and between the State of South Carolina by and through the Department of Administration (the "Seller"), and _____ (the "Purchaser"). The effective date of this Agreement shall be the latest date of a party's execution of this Agreement ("Effective Date").

RECITALS:

Seller proposes to convey by quitclaim deed the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, each upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the premises and the respective agreements hereinafter set forth, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Subject to the terms and conditions of this Agreement, Seller shall sell, convey and assign to Purchaser, and Purchaser shall purchase all of Seller's right, title, and interest in and to the following described property (all of which is hereinafter collectively referred to as the "**Property**"):

All that certain piece, parcel or lot of land, being approximately 0.13± acres, with all improvements thereon, located at 4490 Water Front Avenue in the Town of Little River, County of Horry, State of South Carolina, and being further described as the upland portions shown on the tax maps of Horry County at TMS 1310305029 and PIN 31109020004.

The real property described hereinabove includes all improvements and fixtures placed, constructed or installed on the Land ("Improvements"), and the real property and Improvements shall collectively be called the "Property". For clarity, the Property consists of upland areas only.

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser for the Property shall be _____ and No/100 Dollars (\$ _____). The Purchase Price shall be payable in certified U.S. funds as follows:

a. A good faith earnest money deposit and partial down payment of _____ and no/100 Dollars (\$ _____) (the "Deposit") the receipt of which is hereby acknowledged by the Seller and which will be applied to the Purchase Price at Closing.

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AGREEMENT FOR PURCHASE OF REAL ESTATE AND RELATED PROPERTY (cont'd.)

b. The balance of the Purchase Price shall be payable by cashier's check, bank check or escrow account check at Closing, subject to price adjustments and prorations as hereinafter provided.

3. Survey. Purchaser may cause a current or updated boundary and physical survey of the Property (the "Survey") to be prepared by a registered land surveyor acceptable to Purchaser in accordance with such standards and requirements as Purchaser shall reasonably request. A description of the Property contained in the deed required by Paragraph 4 of this Agreement shall be prepared from the Survey, as mutually agreeable to Purchaser and Seller.

4. Title to the Property. At the Closing, Seller shall deliver to Purchaser a quitclaim deed in form and content reasonably satisfactory to Purchaser's counsel, conveying to Purchaser its interest in the Land, its appurtenances and improvements, and subject to all rights-of-way, leases, easements, restrictions of record and all other matters affecting title whether of record or not, and to any and all governmental laws and ordinances applicable to the Property. The Purchaser shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing. The parties agree and understand that the sale of the Property is subject to all existing Leases within the Property.

5. Inspections. Purchaser acknowledges that it has had the opportunity and right to enter, inspect, and evaluate the Property, to have the Property examined and tested for toxic or other hazardous substances, and to make such other physical inspections as Purchaser deemed necessary or appropriate. Purchaser accepts the property in its current "as is" condition. Purchaser shall indemnify and hold the Seller harmless from any and all liability, damage, expense, claims, liens or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the acts, errors or omissions of Purchaser, its agents, contractors, or invitees, upon the Property. Purchaser will repair any damages caused by it or its agents, contractors or invitees to said Property at Purchaser's sole cost and expense.

6. Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before Thirty (30) days of award, time being of the essence. The date of the Closing shall be referred to herein as the "Closing Date."

7. Closing Conditions. The obligations of Purchaser under this Agreement are in all respects conditioned upon and subject to there being no pending or proposed application for any rezoning or change in zoning not consented to by Purchaser.

8. Closing Costs. Seller shall pay for the preparation of the Deed. Purchaser shall be responsible for all closing costs, transfer taxes associated with the transaction, deed stamps, recording and documentary fees, and any instruments to be recorded under the terms of this Agreement with respect to the Property, as well as title examination fees and the title insurance premiums. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

9. Settlement Adjustments. Unless otherwise specified in this Agreement, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs ("Closing Date") as follows:

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a. Purchaser shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year from and after the Closing Date.

b. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall, not more than one (1) day prior to the Closing Date, use its good faith efforts to cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Purchaser shall be liable for and shall pay all utility bills for services rendered after such meter readings and after the Closing Date.

10. Brokerage Commission. Purchaser acknowledges that, to the extent applicable, any and all fees due to Purchaser's broker are the sole responsibility of Purchaser and will not reduce the agreed upon Purchase Price.

11. Eminent Domain. If, prior to the Closing Date, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Purchaser shall have the option, by giving written notice to Seller, to terminate this Agreement and receive an immediate refund of the full amount of the Deposit. If Purchaser does not so elect to terminate this Agreement, the Agreement shall remain in full force and effect, and Seller shall assign, transfer and set over to Purchaser at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

12. Closing Documents.

a. At Closing, the Seller shall deliver to Purchaser (or Closing Attorney, if any):

i. a duly executed and acknowledged quitclaim deed in recordable form conveying the Property satisfactory to Purchaser; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Agreement as may be reasonably requested by Purchaser or Purchaser's counsel.

b. At Closing, Purchaser shall deliver to Seller:

i. the cash portion of the Purchase Price as determined pursuant to Section 2 above; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Agreement or as may be reasonably requested by Seller or Seller's counsel.

13. Escrow of Deposit. The Deposit shall be held in escrow (the "Escrow") by Seller subject to the terms and provisions of this Agreement. At Closing, in accordance with the terms of this Agreement, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

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14. Assignment. This Agreement shall not be assigned by Seller. This Agreement shall be freely assignable to an affiliate of Purchaser without the consent of Seller. Any other assignment of this Agreement by Purchaser shall be subject to the consent of the Seller.

15. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Agreement or in the event any of the representations contained herein are not true and correct as of the date hereof and as of the Closing Date, Purchaser, as its sole remedy, shall have the right to terminate this Agreement (and receive a full refund of the Deposit) by giving written notice to Seller.

b. In the event of a default or breach thereof by Purchaser of any of the covenants or conditions or obligations of Purchaser under this Agreement, Seller's remedy shall be to give written notice thereof to Purchaser and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages. Notwithstanding the foregoing or anything herein to the contrary, Seller retains the right to enforce this Agreement according to law.

16. Entry. Purchaser shall have the right to enter upon the Property at reasonable times without Seller's prior consent after the Effective Date of this Agreement for any purpose including but not limited to site planning, surveying and environmental inspections. At Closing, Seller shall provide Purchaser with keys and alarm system codes (if applicable) for the Property. Purchaser shall indemnify and hold the Seller harmless from any damage to the extent caused by the Purchaser, its agents, contractors or invitees. Purchaser will repair any damages caused by it or its agents, contractors or invitees to said Property.

17. The parties agree and understand this Agreement is subject to and contingent upon all requisite approvals pursuant to South Carolina Code of Laws §1-11-65. In the event the Seller shall be unable to convey title satisfactory to Purchaser in accordance with the terms of this Agreement, the Seller will not be required to bring any action or proceeding or otherwise to incur any expense to render the title satisfactory. The sole obligation of the Seller shall be to cancel this Agreement in which event the Deposit shall be returned to the Purchaser. Further, Purchaser acknowledges that any alteration of the critical area, including any dock construction or modification, will need to comply with all statutes, regulations, and permitting requirements, including but not limited to S.C. Code Section 48-39-10, et seq.

18. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service); (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested; or (iii) sent via electronic mail to the party's address specified in this Agreement if sent during normal business hours on a Business Day (or on the next Business Day if sent via electronic mail after the close of normal business hours or on a non-Business Day). When a party sends notice via electronic mail they shall promptly thereafter send a hard copy via either option (i) or (ii) as provided herein and addressed as follows:

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If to Seller: State of South Carolina
 c/o Department of Administration
 1200 Senate Street, 6th Floor
 Columbia, SC 29201
 Attention: Real Property Services
 Email: RPS@admin.sc.gov

If to Purchaser: _____

 Attention: _____
 Email: _____

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

b. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Agreement and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Agreement shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Saturdays, Sundays, Holidays. If any date called for under this Agreement falls on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("non-Business Day"), such date shall be extended to the next day not falling on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("Business Day").

f. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.

g. No Offer. The parties agree that the submission of this Agreement for review or execution by one party to the other does not constitute an offer to sell or purchase the Property, and that this Agreement shall not be valid, binding or enforceable until duly and fully executed by all parties hereto.

h. Authority. All signatories to this Agreement have the full power and authority to enter into this Agreement.

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AGREEMENT FOR PURCHASE OF REAL ESTATE AND RELATED PROPERTY (cont'd.)

i. The execution, delivery and performance of this Agreement will not result in the breach of or constitute a default under the provisions of any agreement to which the Purchaser or Seller is a party, or by which it or its property is bound or affected.

j. Any prior agreement between the parties or that their respective affiliates with respect subject to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements this Agreement shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

k. This Agreement may be executed in counterparts, all of which together shall comprise one and the same instrument.

l. This Agreement cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

m. Time is of the essence in all provisions of this Agreement.

n. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any party or approver on this Agreement shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Agreement, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Agreement may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Agreement, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Agreement.

19. Closing Attorney. Seller is not required to provide an attorney to Purchaser for this transaction. However, in the event Purchaser chooses to retain a closing attorney, ("Closing Attorney") Purchaser will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Purchaser and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Purchaser and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Purchaser and Seller agree to sign a Conflict-of-Interest Disclosure to allow the Closing Attorney to close the within transaction.

[SIGNATURES ON SEPARATE PAGES]

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IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this _____ day
of _____, 20____.

<p>WITNESSESS:</p> <hr/> <p>(Witness 1 signature)</p> <hr/> <p>(Witness 2 signature)</p>
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<p>PURCHASER: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
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IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this _____ day
of _____, 20____.

WITNESSES:

SELLER:

The State of South Carolina, by and through
the Department of Administration

(Witness 1 signature)

By: _____

(Witness 2 signature)

Name: _____

Title: _____

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EXHIBIT B

ACKNOWLEDGEMENT OF INSPECTION AND TESTING OPPORTUNITY

This constitutes acknowledgment that pursuant to the provisions of the Invitation to Bid and Bid Form executed by _____ (“Bidder”) on _____ (*date of Bid Form*), the Bidder has had an adequate opportunity to inspect and test the property located at 4490 Water Front Avenue, Little River , SC 29566 (“Property”). Bidder shall indemnify and hold the Department of Administration, Division of Facilities Management and Property Services, (“Agent”), State of South Carolina (“Seller”), harmless from any and all liability, damage, expense, claims, liens or judgments, including reasonable attorneys’ fees, resulting from injury to person or damage to property resulting from or arising out of the acts, errors or omissions of Bidder, its agents, contractors, or invitees, upon the Property. Bidder will repair any damages caused by it or its agents, contractors or invitees to said Property at Bidder’s sole cost and expense. Bidder understands and agrees that the Property is being sold in “As-is” condition without any representation regarding the Property’s condition, environmental or otherwise.

Date_____

BIDDER

By: _____

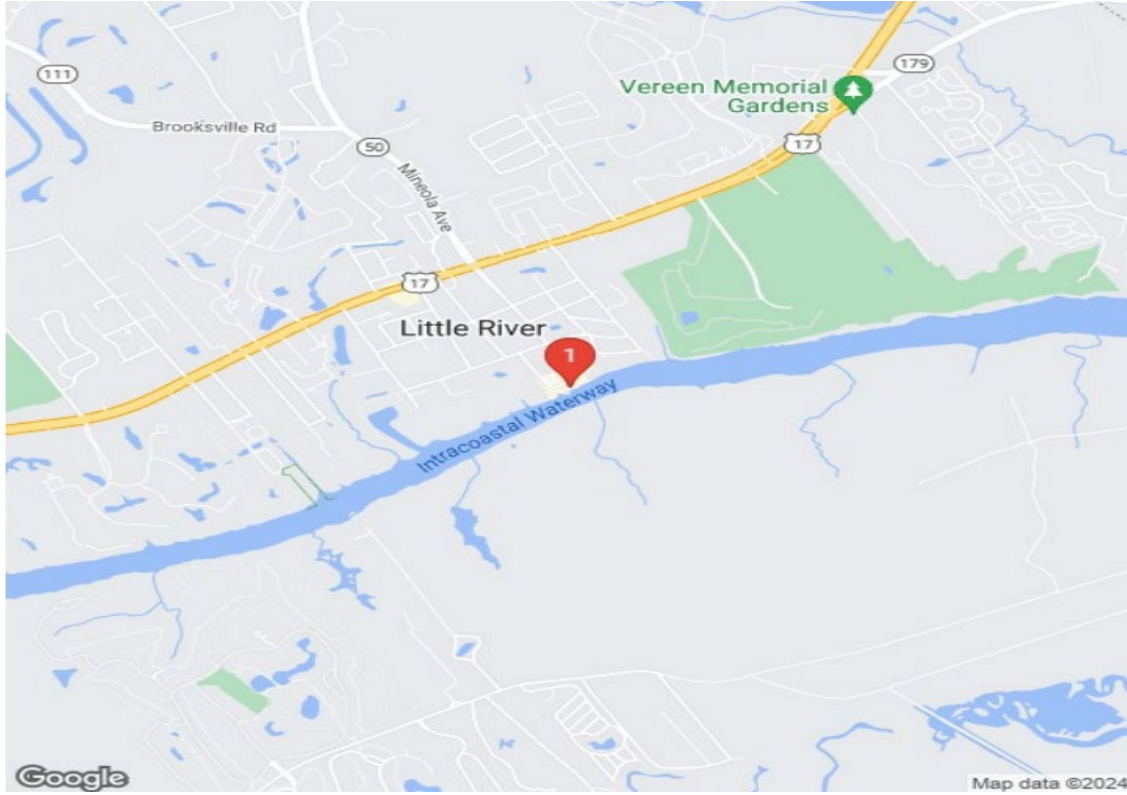
Its: _____

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EXHIBIT C
PROPERTY INFORMATION – 4490 Water Front Avenue, Little River, SC 29566
(Location Map/ Plat/ Subject Photos)



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EXHIBIT C
PROPERTY INFORMATION – 4490 Water Front Avenue (cont'd.)



Front Elevation



Side Elevation

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Side View



View of other side of Building and Rear Area