

INVITATION TO BID
Sale of State-Owned Real Property

Bid Number: 00047
Page 1 of 14

Issue Date: 7/3/2020
Opening Date: 9/1/2020

The South Carolina Department of Administration, Division of Facilities Management and Property Services, ("Agent") has been authorized as agent for the sale of this property ("Property") as described herein on behalf of the University 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., Tuesday, September 1, 2020,** and must be submitted on the Bid Form attached. The outside of the envelope shall be marked, "**SEALED BID #00047**" 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 3:05 p.m., Tuesday, September 1, 2020,** 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, you may contact Derek Gruner of the University of South Carolina at 803.777.1184 (office) or 803.237.1338 (cell) or by email at DGRUNER@fmc.sc.edu. **Site visit/open house will be held Tuesday, August 11th, from 11 am – 2 pm for prospective bidders.**

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 University of South Carolina more fully shown and described on **Exhibit C** in reliance upon its examination and inspection, hereby offers to purchase from the University of South Carolina (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 following property is available for bid. The subject property is located in Charleston and Georgetown Counties, South Carolina. The property is identified as Charleston County Tax Map Number 790-00-00-006 and Georgetown County Tax Map Number 01-1012-001-00-00. The Charleston County portion of the subject property has paved road access from South Santee Road, frontage along the South Santee River, 50± acres of controlled impoundments, 424.8± acres of upland, and 45± acres of marsh. The Georgetown County portion of the subject property can only be accessed by boat and primarily consists of broken ricefields that have converted back to tidal marsh. The breakdown of the property is outlined below.

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 \$3,200,000.00)

The Wedge Plantation
South Santee Road & Seven Mile Road
McClellanville, SC

Charleston County – Mainland

Highland:	389.2 +/- Acres	
Forested Wetlands:	32.0 +/- Acres	
Ponds:	3.6 +/- Acres	
Total Upland:	424.8 +/- Acres	
Controlled Ricefields/Impoundments:	50.0 +/- Acres	
Total Upland & Impounded Acres:	474.8 +/- Acres	
Tidal Marsh:	45.0 +/- Acres	
Total Charleston County Acreage:		519.8 +/- Acres

Georgetown County – Boat Access Only

Broken Ricefields/Tidal Marsh:	970 Acres	
Other Acreage:	0 Acres	
Total Georgetown County Acreage:		970.0 +/- Acres
Total Overall Acreage:		1,489.8 +/- Acres

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UPON ACCEPTANCE of this bid by the Seller, the Bidder will be required to execute a Contract for Purchase and Sale of Real Property ("Contract") in substantially the same form attached in **Exhibit A**. Any exceptions to the Contract 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:

The closing of the sale of the Property shall take place within thirty (30) days of award ("Closing"), time being of the essence.

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.

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**.

All rents, expenses, and costs from the Property shall be prorated as of the closing date with the Bidder being responsible for, and paying when due, any and all taxes on the Property due from and after the closing date. All rollback taxes, if applicable, shall be the responsibility of the Bidder.

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" (Purchase and Sale Contract), 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.

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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 solicitation 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 www.admin.sc.gov/bids. Further, bidders must acknowledge receipt of any amendment to the solicitation 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
PURCHASE AND SALE CONTRACT

THIS CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between the University of South Carolina (the "Seller"), and _____ (the "Buyer"). The effective date of this Contract shall be the latest date of a party's execution of this Contract ("Effective Date").

STATEMENT OF PURPOSE

Seller proposes to convey by quitclaim deed that certain tract of land and related improvements located in Charleston and Georgetown Counties, South Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property, as hereafter defined, upon the terms and conditions contained in this Contract. Seller is willing to sell and convey the Property, as hereafter defined, pursuant to the terms and conditions of this Contract.

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

1. Description of Property. The property now owned by the Seller which is the subject of this Contract is as follows:

All that certain piece, parcel or lot of land, being approximately 1489.8± acres, with all improvements thereon, located on South Santee Road and Seven Mile Road in the Town of McClellanville, County of Charleston and Georgetown, State of South Carolina, and being further described on the tax maps of Charleston County at TMS 790-00-00-006 and Georgetown County at TMS 01-1012-001-00-00.

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".

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer 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.

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.

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EXHIBIT A
PURCHASE AND SALE CONTRACT (cont'd.)

3. Survey. Buyer 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 Buyer in accordance with such standards and requirements as Buyer shall reasonably request. A description of the Property contained in the deed required by Paragraph 4 of this Contract shall be prepared from the Survey, as mutually agreeable to Buyer and Seller.

4. Title to the Property. At the Closing, Seller shall deliver to Buyer a quitclaim deed in form and content reasonably satisfactory to Buyer's counsel, conveying to Buyer its interest in the Land, its appurtenances and improvements, and subject to all rights-of-way, 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 Buyer shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing.

5. Inspections. Buyer 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 Buyer deemed necessary or appropriate. Buyer accepts the property in its current "as is" condition. Buyer 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 Buyer, its agents, contractors, or invitees, upon the Property. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property at Buyer'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 Sixty (60) 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 Buyer under this Contract 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 Buyer.

8. Closing Costs. Seller shall pay for the preparation of the Deed. Buyer 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 Contract 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 Contract, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs ("Closing Date") as follows:

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

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PURCHASE AND SALE CONTRACT (cont'd.)

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. Buyer 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. Buyer acknowledges that, to the extent applicable, any and all fees due to Buyer's broker are the sole responsibility of Buyer 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, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer 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 Buyer (or Closing Attorney, if any):

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

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

b. At Closing, Buyer 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 Contract 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 Contract. At Closing, in accordance with the terms of this Contract, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

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

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PURCHASE AND SALE CONTRACT (cont'd.)

15. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract 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, Buyer, as its sole remedy, shall have the right to terminate this Contract (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 Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's remedy shall be to give written notice thereof to Buyer 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 Contract according to law.

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

17. The parties agree and understand this Contract is subject to and contingent upon all requisite approvals pursuant to South Carolina Code of Laws §1-11-65 and the Iran Divestment Act. In the event the Seller shall be unable to convey title satisfactory to Buyer in accordance with the terms of this Contract, 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 Contract in which event the Deposit shall be returned to the Buyer.

18. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Contract 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 Contract 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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EXHIBIT A
PURCHASE AND SALE CONTRACT (cont'd.)

SELLER: University of South Carolina
Osborne Administration Building, Suite 109
Columbia, SC 29208

Attention: _____

Email: _____

AGENT: 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

BUYER: _____

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 Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Contract 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 Contract shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Contract 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 Contract 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 Contract 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 Contract.

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

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

i. The execution, delivery and performance of this Contract will not result in the breach of or constitute a default under the provisions of any agreement to which the Buyer 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 Contract shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

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

l. This Contract 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 Contract.

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 Contract 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 Contract, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Contract 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 Contract, 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 Contract.

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

[SIGNATURES ON SEPARATE PAGES]

[] BUYER [] BUYER [] SELLER INITIALS

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IN WITNESS WHEREOF, the undersigned has duly executed this Contract this _____ day of _____, 20__.

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

WITNESSES:

SELLER:

UNIVERSITY OF SOUTH CAROLINA

(Witness 1 signature)

By: _____

(Witness 2 signature)

Name: _____

Title: _____

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EXHIBIT B

ACKNOWLEDGEMENT OF INSPECTION AND TESTING OPPORTUNITY
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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 on South Santee Road and Seven Mile Road, McClellanville, SC (“Property”). Bidder shall indemnify and hold the Department of Administration, Division of Facilities Management and Property Services, (“Agent”) and the University 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

**This document is uploaded separately to the website at www.admin.sc.gov/bids.*