

Charleston County School District

REQUEST FOR PROPOSAL/OFFER

SALE OF THE FORMER ARCHER SCHOOL PROPERTY LOCATED AT 220 NASSAU ST, CHARLESTON, SC

- **Solicitation Number: P1902**
Date: November 1, 2018

QUESTION DEADLINE: QUESTIONS MUST BE RECEIVED BY: DECEMBER 10, 2018. NO LATER THAN 4:00 P.M. EST

SOLICITATION DEADLINE: A WRITTEN OFFER IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF THIS SOLICITATION MUST BE RECEIVED BY: DECEMBER 17, 2018, NO LATER THAN 2:00 P.M. EST

NUMBER OF COPIES TO BE SUBMITTED: ONE (1) ORIGINAL, TWO (2) MARKED "COPY", AND FLASH DRIVE WITH ORIGINAL

SUBMISSION OF OFFER: OFFERS ARE TO BE SUBMITTED ENCLOSED IN A SEALED ENVELOPE WITH THE NAME AND ADDRESS OF THE BIDDER, CCSD SOLICITATION # P1902 SALE OF THE FORMER ARCHER SCHOOL CLEARLY MARKED ON THE ENVELOPE, ADDRESSED AS FOLLOWS AND EITHER DELIVERED BY HAND OR COURIER SERVICE OR MAILED WITH POSTAGE PAID VIA UNITED STATES POSTAL SERVICE TO:

PROCUREMENT OFFICIAL CONTACT: **Procurement Services**
Attention: Lawrence Lutrario
3999 Bridge View Drive
North Charleston, SC 29405
Phone: 843-566-8150
Email:
Lawrence_Lutrario@charleston.k12.sc.us
Website URL
https://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office/construction

OPENING: NOTICE OF NAMES OF BIDDERS (NO SPECIFIC TERMS OF OFFERS) WILL BE POSTED ON THE CCSD WEBSITE SET FORTH ABOVE UNDER PROCUREMENT OFFICIAL CONTACT BY 5:00 P.M. EST ON THE SOLICITATION DEADLINE DATE STATED ABOVE.

AWARD: AWARD OF CONTRACT WILL BE POSTED AT THE PHYSICAL ADDRESS AND AT THE WEBSITE URL ADDRESS STATED ABOVE UNDER THE CONTACT INFORMATION FOR PROCUREMENT OFFICIAL CONTACT. THE AWARD WILL BE POSTED WITHIN FIVE (5) BUSINESS DAYS AFTER THE EXECUTION OF A CONTRACT.

DISCLAIMER BY CHARLESTON COUNTY SCHOOL DISTRICT

CHARLESTON COUNTY SCHOOL DISTRICT HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. This Request for Proposal is not an offer to sell and does not constitute or create any obligation of any nature on the part of Charleston County School District or its Board of Trustees. The successful bidder will be determined by Contracts and Procurement Services. Charleston County School District reserves the right to negotiate terms of an offer with the highest responsive bidder.

Charleston County School District will deliver the Property to the successful bidder in “as is” “where is” condition with all faults by a limited warranty deed subject to title exceptions described in this Solicitation.

All information contained within this Request for Proposal or provided as information including without limitation surveys, environmental reports, etc, is believed to be accurate but is not guaranteed by Charleston County School District, its real estate agent, broker, employees, or board of trustees.

Charleston County School District expressly disclaims any responsibility for any bids predicated on a use forbidden by the applicable zoning.

<u>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of this Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the Opening date.</u>		
Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Brief Description of the Property.

Location: 220 Nassau St, City of Charleston, SC

Owner: Charleston County School District (Check with Lynn – Tax records say “CITY BOARD OF PUBLIC SCHOOL COMM FOR THE CITY OF CHAS”

Tax Map Number: 459-05-01-067

Date Acquired: December 7, 1928

Size of Property: 1.894 Acres, more or less

Improvements: Former Archer School

Section 1. DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of this solicitation.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Offeror receiving an award as a result of this solicitation.
4. **Contract** – means the **final terms** entered into between the successful bidder and Charleston County School District as evidenced by a written, signed document.
5. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
6. **District** - means Charleston County School District.
7. **Earnest Money Deposit** – means five (5%) percent of the bid amount to be paid by a bidder to Charleston County School District by certified or cashier’s check simultaneously with the submission of the written offer.
8. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
9. **Offeror** - means an individual or single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”
10. **Opening** – means the date and time by which the District must post on its website notice of the names all Bidders.
11. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
12. **Property** – means the real estate and improvements located thereon as described in Section 2 below.
13. **Question Deadline** – means the date stated on the Cover Page for the last date on which questions pertaining to this Solicitation must be received by the District in order for the questions to be addressed on behalf of the District.
14. **Real Estate Agent** – Clement, Crawford, and Thornhill Inc. (CCT) whose primary representative is Miles Martschink, CCIM. The terms “Real Estate Agent” and CCT are used interchangeably herein.
15. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
16. **Solicitation Deadline** – means the date and time stated on the Cover Page by which all offers in response to this Solicitation must be received by the District.
17. **You And Your**- means Offeror.

Section 2. DESCRIPTION OF REAL ESTATE. The Board has authorized the sale of the real estate described below:

PROPERTY DESCRIPTION

ALL that lot of land in the City of Charleston, County of Charleston and State of South Carolina, being the Southern Half of Block 2 as shown on a plat of lands of Cunningham and Brown made by Gedney M. Howe, Surveyor, May 7th, 1920, and retraced February 1st, 1924, showing the partition in kind of the said lands between the Heirs of George I. Cunningham and William K. Brown, which said plat is recorded in the ROD Office for Charleston County in Plat Book C, at Page 192.

BUTTING AND BOUNDING West on Nassau Street, South on Sumter Street (formerly Jackson Street), East on Hanover Street and North on the northern portion of the said Block 2.

BEING the same property conveyed to The City Board of Public School Commissioners for the City of Charleston (now Charleston County School District pursuant to the School Consolidation Act 340 effective 7/1/1968, by deed of Jean C. Howe dated December 6, 1928 and recorded December 7, 1928 in Book X33, Page 294 in the ROD Office for Charleston County, SC.

ALSO

ALL that certain piece, parcel or lot of land in the City of Charleston, County of Charleston and State of South Carolina, being all that portion of Block 2 shown on a plat dated March 18th 1924, and recorded in the ROD Office for Charleston County in Plat Book C, Page 192, to the North of the center line of said block, bounding to the North on Harris Street, to the East on Hanover Street, to the West on Nassau Street and to the South on the other half or portion of said block.

MEASURING AND CONTAINING 277 feet on Harris Street, 149 feet 6 inches on Nassau Street, 149 feet 1 inch on Hanover Street and 277 feet on the South or back line, be the said dimensions more or less.

BEING the same property conveyed to The City Board of Public School Commissioners for the City of Charleston (now Charleston County School District pursuant to the School Consolidation Act 340 effective 7/1/1968, by deed of Jean C. Howe and DeWitt W. King dated December 6, 1928 and recorded December 7, 1928 in Book X33, Page 295 in the ROD Office for Charleston County, SC.

TMS #459-05-01-067

Section 3. Real Estate Agents; Variable Rate Commissions. The District has assigned Clement

Crawford and Thornhill Real Estate(CCT) as its real estate agent for this sale. Mr. Miles Martschink, CCIM is the primary representative for CCT. Site visits may be scheduled by contacting the real estate agent, Miles Martschink, at 843-414-4078 or by email at miles@cctre.com. The District will compensate CCT in accordance with a separate commission agreement. In the event a bidder presents a bid or is otherwise represented by a real estate agent (“Bidder’s Agent”), the District will compensate the Bidder’s Agent in the amount of **one (1.0%) percent** of the gross sales price to be paid at closing, conditioned on the closing of the sale of the Property to the Bidder. The commission to be paid to Bidder’s Agent shall be deducted from the District’s net sales proceeds and not from CCT’s portion of the commission. **BIDDERS ARE ADVISED TO TAKE THE VARIABLE COMMISSION COMPENSATION INTO CONSIDERATION WHEN SUBMITTING THEIR BIDS.**

Section 4. Amendments to Solicitation. This Solicitation may be amended at any time prior to the Solicitation Deadline set forth on the Cover Page. All actual and prospective Bidders should monitor the following web site for the issuance of Amendments: [http://www.ccsdschools.com\(business services/contracts and procurement\)](http://www.ccsdschools.com(business%20services/contracts%20and%20procurement)). Bidders shall acknowledge receipt of any Amendment to this Solicitation (1) by signing and returning the Amendment, or (2) by submitting a bid that indicates in some way that the bidder received the Amendment.

Section 5. Bid as Offer to Contract. By submitting to the District a signed Offer, You are offering to enter into a contract with the District and agreeing to all terms and conditions provided herein. Your Offer must comply with the terms and conditions of this Solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR OFFER. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. An Offer may be submitted by only one person or legal entity; “joint bids” are not allowed.

THE TERMS AND PROVISIONS SET FORTH IN SECTION 27 MUST BE INCLUDED IN YOUR OFFER. In addition to price, You may add other terms and provisions to Your Offer **subject to the conditions and limitations set forth in Section 28 herein.** The price must be written in words and figures in the proper place on the Bid. Any bids for other than a firm, fixed price will be automatically rejected as non-responsive.

Bidders are to submit their highest and best offer.

Neither the District nor its Procurement Official or Real Estate Agent shall be required to assist any prospective bidder with the procurement of satisfaction of any contingencies contained within a Bid.

You must submit with Your Offer a signed letter from a lending institution evidencing that You possess the ability to obtain the necessary funds to purchase the Property. Failure to submit this letter with Your Offer will result in an automatic rejection of Your Offer. In addition to the signed Offer and letter from a lending institution, **You must submit to the Real Estate Agent an Earnest Money Deposit in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars** in the form of a cashier’s check or certified funds to be applied to the purchase price if the Bid is accept by the District, mailed to You, without interest, if Your Bid is rejected by the District, or forfeited if you default under the terms of this Solicitation.

By submitting an Offer, You agree to be bound by the terms of this Solicitation. You agree to hold your Offer open for a minimum of ninety (90) calendar days after the Opening. During the time that your Offer is required to remain open, you will not be entitled to a return of your Earnest Money Deposit unless a contract is entered into by the District with a successful Bidder. Any attempt to terminate your

Offer within the time required to remain open without a prior written release from the District shall be considered a default by You under this Solicitation and shall entitle the District to receive from the Real Estate Agent the Earnest Money Deposit as agreed liquidated damages.

If you are the successful Bidder and a contract is entered into between You and the District, you must submit to the Real Estate Agent an additional amount in cashier's check or certified funds so that the entire Earnest Money Deposit shall equal five (5%) percent of the Contract purchase price. The original deposit and additional deposit shall collectively be referred to herein as the Earnest Money Deposit. Your failure to pay the additional deposit upon your receipt of a copy of the fully executed Contract shall be a default not only of this Solicitation but also of the Contract and shall entitle the District to pursue all remedies available at law or in equity, including without limitation, attorney's fees and costs.

Section 6. Bid in English and Dollars. Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by this Solicitation.

Section 7. Board as Procurement Agent. (a) **Authorized Agent.** All authority regarding the conduct of this Solicitation is vested solely with the Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this Solicitation. (b) **Purchasing Liability.** The Procurement Official acts on behalf of the District pursuant to the District's policies and procedures and/or Procurement Code. Any contract entered into as a result of this Solicitation are between the Buyer and the District. The Board is not a party to such contract and bears no liability for any party's losses arising out of or relating in any way to the contract.

Section 8. Certification Regarding Debarment and Other Responsibility Matters

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, the

- (i) Offeror and/or any of its Principals
 - (A) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision;
- (ii) Offeror has not, within a three-year period preceding this Offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

(2) "Principals." For the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default and pursue all remedies available at law or in equity including without limitation the recovery of attorney's fees and costs.

Section 9. Deadline For Submission Of Offer. Any Offer received after the Solicitation Deadline set forth on the Cover Page shall be automatically rejected.

Section 10. Duty to Inquire. Offeror, by submitting an Offer, represents that Offeror has read and understands this Solicitation and that the Offer is made in compliance with this Solicitation. Offerors are expected to examine this Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in this Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in this Solicitation that Offeror does not bring to the District's attention.

Section 11. Entering Into Contract. The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the terms, conditions and requirements of this Solicitation. Offers that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive to this Solicitation and will be rejected. The rights and authority of such determination is reserved solely by the Procurement Official. By Submitting an Offer, the Offeror acknowledges that Offeror has had the opportunity to inquire about the District's Procurement policies, this Solicitation and matters pertaining to the Property. An Offer shall be submitted in the form of a contract and signed by the Offeror. The final award and Contract are subject to approval by the Board.

Section 12. Ethics Act. By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720,

(d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

Section 13. Notices. All contact during the Solicitation period should be directed to Miles Martschink with a copy to the Procurement Officer. No company should contact District staff directly. All questions should be directed in writing to Miles Martschink and sent via Email Miles@cctre.com and copied to Lawrence_Lutrario@charleston.k12.sc.us. Questions raised and answers provided will be available to all interested parties via Solicitation Amendment. After the Solicitation period has closed, all contact should be directed to the Procurement Officer.

Section 14. Office Closing. If an emergency or unanticipated event interrupts normal District processes so that Offers cannot be received at the District office designated for receipt of Bids by the exact time specified in this Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in this Solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening.

Section 15. Offeror's Qualifications. Bids shall be considered only from Bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, experience, and ability to complete the transaction me called for under this Solicitation.

Section 16. Protests. Any prospective Bidder who is aggrieved in connection with this Solicitation shall protest within fifteen (15) days of the date of issuance of this Solicitation. Any actual Bidder who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this Solicitation. A protest shall be in writing, submitted to the Procurement Official at the address set forth on the Cover Page, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Section 17. Public Opening. Offers will be publicly opened at the date and time and at the location identified on the Cover Page, or as specified on the last Amendment, whichever is applicable. Only the names of the Offerors will be disclosed. Terms and conditions will not be disclosed.

Section 18. Questions From Offerors(a) Any prospective Offeror desiring an explanation or interpretation of this Solicitation or attachments must request it in writing prior to the Question Deadline. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning this Solicitation will be furnished promptly to all other prospective Offerors as an Amendment to this Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. The deadline for submission of questions to the Seller is 4:00 pm November 29,2018.

Section 19. Rejection/Cancellation. The District may cancel this Solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

Section 20. Responsiveness / Improper Offers.

(a) Bid as Specified. Offers outside of the scope of this Solicitation will not be considered.

(b) Responsiveness. Any Offer that fails to conform to the material requirements of this Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of this Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

Section 21. Restrictions Applicable To Offerors. Violation of these restrictions may result in disqualification of your Offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of this Solicitation, **You agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official or Real Estate Agent. This restriction expires once the bids have been Opened and notice of the names of the bidders posted by the District. (b) **Unless otherwise approved in writing by the Procurement Official, You agree not to give anything to any District employee, agent or official prior to the award.**

Section 22. Signing Your Offer. Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

Section 23. Statement of Compliance and Assurances. By submitting a signed Offer, You are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this Solicitation. It will be assumed that You will conform with all the provisions of this Solicitation. In addition, Your signature on your Offer certifies that You and the firm or agency represented in the Offer submitted comply with all applicable federal and state laws and regulations.

Section 24. Submitting Confidential Information. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or

(b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

DO NOT MARK YOUR OFFER AS CONFIDENTIAL IN ITS ENTIRETY. DOING SO WILL RESULT IN AUTOMATIC REJECTION.

Section 25. Submitting Your Offer Or Modification. Offers and Offer modifications shall be in delivered in the format, number of copies, and time and place as instructed on the Cover Page.

Section 26. Withdrawal or Correction of Offer. Offers may be withdrawn or corrected by written notice received at any time before the Opening. A bid may be withdrawn in person by a Bidder or its authorized representative if, before the Opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the withdrawal of the Offer or the corrected Offer.

Section 27. Minimum Required Terms, Provisions and Conditions. The following terms, provisions and conditions must be included in all Offers submitted pursuant to this Solicitation.

- A. Price. Buyer shall pay as the purchase price for the Property the sum of _____ and ___/100 (\$ _____) U.S. Dollars ("Purchase Price"), payable as follows:

- (i) Earnest Money. _____ and ___/100 (\$_____) US Dollars as an earnest money deposit (“Earnest Money”) which funds shall be paid by Buyer to Clement Crawford & Thornhill (“Escrow Agent”) upon the execution by Buyer of this Contract which funds shall be applied toward Purchase Price at closing or otherwise disbursed as set forth herein; and
- (ii) Balance. The balance of _____ and ___/100 (\$_____) Dollars to Seller in wired US funds upon Closing.
- B. Closing Date. The sale and purchase contemplated by this Contract shall take place no later than the thirtieth (30th) day after this Contract is fully executed by both parties, TIME BEING OF THE ESSENCE. Closing shall take place at a time and place on the Closing Date mutually agreeable to both parties.
- C. Risk of Loss. Risk of loss or damage to the Property by fire or other casualty shall be the responsibility of Seller until the day of Closing. If the Property is damaged or destroyed by fire or other casualty or condemned prior to closing, Buyer shall have the right to either (i) terminate this Contract without liability and receive a refund of the Earnest Money or (ii) proceed to closing.
- D. Deed. The sale and purchase contemplated by this Contract shall be closed by delivery by Seller to Buyer of a limited warranty deed (“Deed”), in recordable form, in exchange for payment by Buyer to Seller of the Purchase Price. The Deed shall convey to Buyer a good, fee simple, and insurable record title to the Property, free and clear of all liens, encumbrances, easements or restrictions, with the following exceptions (“Permitted Exceptions”):

PERMITTED EXCEPTIONS

1. Real estate taxes and assessments for 2018 and subsequent years, a lien but not yet due and payable.
2. Storm water fees for 2018 and subsequent years, not yet due and payable.

- E. Closing Costs. Seller shall provide or pay for preparation of the deed, costs of releasing or paying in full any mortgages or other liens on the Property, real property taxes and assessments to the day of closing, Seller’s attorney’s fees and costs, and real estate commissions. Buyer shall pay title insurance premiums, if obtained by Buyer, transfer taxes, cost of recording the deed, real property taxes and assessments

from the day of closing forward, Buyer's attorney's fees and costs, and all other costs in connection with the closing of the Property. The proration of taxes and assessments shall be final at Closing.

- F. Default. In the event of a default in the performance of any obligations of the Buyer pursuant to the Contract, the District (a) shall be released from any further obligations to Buyer pursuant to the Contract, (b) shall be entitled to retain the Earnest Money Deposit as agreed liquidated damages, and (c) shall be entitled to pursue any and all other remedies available at law or in equity, including without limitation, attorney's fees and costs, in connection with Buyer's default. In the event of a default in the performance of any obligations of the District pursuant to the Contract, Buyer shall have the right to terminate the Contract by written notice to the District and receive a refund of the Earnest Money Deposit, without interest, which shall be Buyer's sole remedy for default by the District.
- G. Entire Contract; Severability. The Contract shall constitute the entire agreement between the parties, and no other agreement, oral or otherwise, shall be a part hereof. Any changes made to the Contract shall be in writing and signed by both parties. In the event any provision of the Contract is held to be invalid or unenforceable, the remaining provisions of the Contract will remain in full force and effect.
- H. Possession. Possession of the Property shall be relinquished by Seller to Buyer at closing.
- I. South Carolina Governing Law Clause: The Contract and any dispute, claim, or controversy relating to the Contract shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Procurement Official in accordance with the District policies and procedures, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Buyer agrees that any act by the government regarding the Contract is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "Contract" means any transaction or agreement arising out of, relating to, or contemplated by the Solicitation.
- J. **NON-RELIANCE ON DOCUMENTS AND INFORMATION PROVIDED BY THE DISTRICT. BUYER ACKNOWLEDGES AND AGREES THAT ALL DOCUMENTS PROVIDED BY THE DISTRICT AS PART OF THE SOLICITATION PACKAGE FOR THE REQUEST FOR PROPOSALS TO PURCHASE THE PROPERTY WERE OBTAINED FOR THE SOLE BENEFIT OF THE DISTRICT. ALL DOCUMENTS PROVIDED TO PROSPECTIVE BIDDERS, OF WHICH THE BUYER IS THE SUCCESSFUL BIDDER, WERE MADE AVAILABLE FOR INFORMATION PURPOSES ONLY AND NOT TO BE RELIED UPON BY ANY BIDDERS IN SUBMITTING BIDS FOR THE PROPERTY. THE DISTRICT DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE INFORMATION OBTAINED FROM THIRD PARTIES IN CONNECTION WITH THE PROPERTY. THE BUYER REPRESENTS AND WARRANTS THAT THE BUYER HAS HAD AN FAIR AND ADEQUATE OPPORTUNITY TO OBTAIN AND CONDUCT ALL INSPECTIONS, TESTS, SURVEYS, APPRAISALS, TITLE EXAMINATIONS,**

ZONING AND PLAN USE EXAMINATIONS, AND ANY OTHER DUE DILIGENCE THE BUYER DEEMS NECESSARY PRIOR TO ENTERING INTO THIS CONTRACT AND ACCEPTS THE PROPERTY IN ITS “AS IS” “WHERE IS” CONDITION WITH ALL FAULTS.

THE DISTRICT GIVES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR OF THE CONDITIONS OR EXISTENCE OF IMPROVEMENTS, SERVICES, APPLIANCES OR SYSTEMS SERVING THE PROPERTY OR AS TO MERCHANTABILITY OR AS TO THE FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS THEREON, AND ANY EXPRESS OR IMPLIED WARRANTY IS HEREBY DISCLAIMED BY SELLER. FURTHER, THE DISTRICT GIVES NO REPRESENTATION, WARRANTY OR INFORMATION AS TO THE ZONING CLASSIFICATION FOR THE PROPERTY, THE ABILITY TO CHANGE THE ZONING, AVAILABILITY OF PUBLIC UTILITIES OR SERVICES, THE VALUE OF THE PROPERTY OR ANY POTENTIAL USE OF THE PROPERTY.

- K. Affirmative Action. The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
- L. Compliance With Laws. During the term of the Contract, Buyer shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
- M. Contract Administration. Questions or problems arising after award of the Contract shall be directed to the Procurement Official.
- N. Buyer Personnel. The Buyer shall enforce strict discipline and good order among the Buyer’s employees, agents, independent contractors and other persons carrying out the Contract. The Buyer shall not permit employment of unfit persons or persons not skilled in tasks assigned to them pertaining to the Contract.

O. Indemnification.

1. To the fullest extent permitted by law, the Buyer shall indemnify and hold harmless the Board, the District, its agents, officers and/or officials, employees and volunteers (hereinafter, the “Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Buyer or anyone directly or indirectly employed or hired by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein

2. In claims against any person or entity indemnified herein by an employee of the Buyer or anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Buyer under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the Contract, or otherwise provided by the Buyer, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.

3. The Buyer's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Buyer or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the Contract by the Buyer or any person or entity for whom either is responsible.

4. The Buyer shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Buyer's defense, indemnity and hold-harmless obligations under this contract.

5. The Buyer shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

Section 28. Additional terms, provisions and contingencies. A Bidder may add additional terms, provisions and contingencies to an Offer. **The District may accept bids subject to contingencies; however, in its sole discretion, the District reserves the right to discount the value of a bid due to the number and potential impact of any contingencies incorporated within the Bid. The District reserves the right to consider the offering price, any conditions of the offer, the financial ability of the Bidder and any other matters believed by the District to be pertinent in considering any Bid.**

INFORMATION TO SUBMIT

- A. Offeror's Checklist (Attachment A)**
- B. Proposal/Offer-signed**
- C. Disclaimer by Charleston County School District-completed and signed (Page 2 of Solicitation)**
- D. Signed Letter from Lending Institution**

E. Earnest Money Deposit-cashier's check or certified funds

F. Amendment Acknowledgment(s)

ATTACHMENT A

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Web site: _____

Review this checklist prior to submitting your proposal

If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND SUBMITTAL SHEET.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE SUBMITTAL SHEET.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED AND THE FLASH DRIVE.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR PROPOSAL! **AFTER THE QUESTION DEADLINE, IT IS TOO LATE!**

Attachment B Information Documents for:

[NOTE: PROVIDED FOR INFORMATION ONLY. REFER TO DISCLAIMER ON PAGE 2 OF THIS SOLICITATION]

220 Nassau St

Charleston SC 29403

TMS# 459-05-01-067

Owner: Charleston County School District

Package Presented by: CC&T Real Estate Services

Contents:

- 1. Report of Asbestos and Lead-based Paint Survey**
- 2. Phase I Environmental Site Assessment Report**
- 3. Boundary Survey**
- 4. Floor Plan of Building**