

COUNTY OF OCONEE

Procurement Office

415 South Pine Street, Walhalla, SC 29691

Phone 864-638-4141 Fax 864-638-4142

Robyn M. Courtright, Procurement Director

INVITATION FOR COMPETITIVE SEALED BIDS

BID NUMBER: #14-06 DATE: October 14, 2014

OPENING DATE AND TIME: January 20, 2015 @ 2:00 PM

OPENING LOCATION: Oconee County Administrative Building,
Procurement Office, Room 100
415 S. Pine Street, Walhalla, SC 29691

MAILING ADDRESS: Oconee County Procurement Office
415 S Pine Street, Room 100
Walhalla, SC 29691

INVITATION TO BID FOR: Sale of House and Real Property Located at 502 E. Main St, Walhalla, SC

**Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.
BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.**

DIRECT ALL INQUIRES TO: Tronda C. Spearman, Assistant Procurement Director
Phone: (864) 638-4141
Fax: (864) 638-4142

NOTICE TO BIDDERS: There will be four (4) Site Visits set for viewing the real property, including the improvements located at 502 E. Main Street, Walhalla, SC 29691. The dates are as follows:

- Tuesday, October 28, 2014 from 2:00 pm to 4:00 pm
- Thursday, November 20, 2014 from 10:00 am to 12:00 pm
- Tuesday, December 9, 2014 from 2:00 pm to 4:00 pm
- Tuesday, January 6, 2015 from 10:00 am to 12:00 pm

Due to the importance of all bidders having a clear understanding of the scope and requirements for this invitation to bid ("ITB"), it is highly recommended that interested parties attend one of the above-listed site visits. Any changes that may be agreed upon as a result of the above-referenced site visits will be noted in an addendum to the Invitation to Bid and posted on our website, www.oconeesc.com. All amendments to and interpretations of the Invitation to Bid shall be in writing and issued by the Procurement Director of the County. Oconee County shall not be legally bound by any amendment or interpretation that is not in writing. Each bidder shall fully acquaint himself with conditions, provisions and the enclosed specifications, including, without limitation, the Invitation to Bid, including, without limitation, the purchase and sale of the real property. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

Questions may be submitted using the enclosed form or e-mailed to tspearman@oconeesc.com. Deadline for questions is January 7, 2015 at 5:00 pm.

Robyn M. Courtright
Procurement Director

GENERAL INFORMATION, INSTRUCTIONS & CONDITIONS

1) DEFINITIONS:

- a) Oconee County hereinafter will be referred to as “County.”
- b) “Bidder” shall be any entity or individual submitting a bid for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Invitation to Bid is a procurement method selected for this pending solicitation and will be referred to as the “ITB.”
- f) “Successful Bidder” shall be the successful Bidder with whom the Contract for Sale and Purchase of Real Property is entered by the County.

2) PURPOSE

- a) The County seeks bids from qualified organizations or individuals to purchase real property (and the improvements thereon) located at 502 E. Main Street, Walhalla, SC 29691, Tax Map Number 500-20-03-002 (the “Real Property”).
 - i) The Real Property is located inside Walhalla, SC, city limits.
 - ii) The Real Property is offered “AS IS, WHERE IS”, with no guarantees or warranties.
 - iii) The Real Property contains ±.467 acres.
 - iv) The structure on the Real Property is ±2,972 square feet, wood frame with 4 Bedrooms and 2 half bathrooms. This house is ± 85 years old.
 - v) The interior of the Structure can be viewed at the below-referenced non-mandatory pre-bid conferences and site visits.
- b) In determining whether an organization or individual is qualified, the County desires to ensure that the organization or individual has the financial capability to purchase the Real Property.
- c) This ITB has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Bidders who wish to submit a bid for consideration.

3) INSTRUCTIONS

- a) The Bidder shall submit an original bid and other requested information, enclosed and secured in a **SEALED** envelope. The Bidder shall clearly mark and display the Bidder’s name and address, the ITB number and the project identification on outside of envelope/package. Oconee County **shall not** be responsible for unidentified bids. Bids shall be addressed to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office, Room 100
415 South Pine Street
Walhalla, SC 29691

Hand delivered bids should be delivered to the same above-referenced address.

- b) If specifications or descriptive papers are submitted with the bid invitation, the Bidder shall ensure that all documents are clearly labeled with the Bidder’s name.
- c) The Bidder shall submit a completed and **signed** bid form, a completed and **signed** Certificate of Familiarity and Non-Collusion, and a completed and **signed** Information of Party Making Bid form, on the forms provided in this ITB. Failure to do so may be cause for rejection of the bid. The Bidder shall show the ITB number on envelope. Oconee County assumes no responsibility for unmarked or improperly marked envelopes.

- d) The Bidder shall submit the bid to the Oconee County Procurement Office no later than **January 20, 2015 at 2:00 PM EST** at which time all bids will be opened. It is the Bidder's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document. Bids, amendments thereto, or withdrawal requests received later than the deadline will not be considered and will be returned unopened. Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Oconee County is not responsible for bids delayed by mail and delivery services.
- e) Prices and quotations included in the bid shall remain firm for not less than sixty (60) calendar days from bid deadline stated above.
- f) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Bidder.
- g) **There will be four (4) Site Visits set for viewing the real property, including the improvements located at 502 E. Main Street, Walhalla, SC 29691. The dates are as follows:**
- Tuesday, October 28, 2014 from 2:00 pm to 4:00 pm
 - Thursday, November 20, 2014 from 10:00 am to 12:00 pm
 - Tuesday, December 9, 2014 from 2:00 pm to 4:00 pm
 - Tuesday, January 6, 2015 from 10:00 am to 12:00 pm

Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, it is highly recommended that all bidders attend this meeting. Any changes that may be agreed upon as a result of this meeting will be noted in an addendum to the ITB and posted on our website, www.oconeesc.com.

- h) It is the intent and purpose of the County that this solicitation promote competition. It shall be the Bidder's responsibility to advise the Procurement Director, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Director at least seven calendar (7) days prior to bid receipt date. A review of such notification shall be made by the Procurement Director.
- i) Prior to submitting a bid, each Bidder shall carefully examine the ITB document, study and thoroughly familiarize himself/herself with the specifications/requirements of the ITB and the Contract Documents and notify Oconee County of any conflicts, errors, or discrepancies.
- j) Failure to submit all required information may be determined as a non-responsive bid.
- k) **EXPLANATION TO PROSPECTIVE BIDDERS, INTERPRETATIONS OR ADDENDA.**
- i) Every effort has been made to ensure that all information needed is included in this ITB. If the Bidder finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office by the deadline for question date as stated on page 1. No further questions will be accepted after that date. Any prospective Bidder desiring an explanation or interpretation of the ITB, shall request in writing, by the deadline for question date as stated on page 1, which will allow a reply to reach all prospective Bidders before submission of their bid. Every request for an interpretation shall be made in writing via email or fax to the Purchaser as indicated in the bid document. All inquiries must be received by the last day for questions stated in the solicitation document.
- ii) Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Bidder about this solicitation shall be promptly furnished to other prospective Bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.
- iii) All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County.

or its agents. It is the Bidder's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, scanned email, or fax to the Procurement Director.

- iv) Any changes to the specifications shall be in the form of a written Addendum to the ITB. The Addendum will be posted on the Procurement web site at www.oconeesc.com/procurement. The Addendum will also be emailed to all Bidders who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the ITB and all bidders shall be bound by such Addenda, whether or not received by the bidders.
- l) **DISCUSSIONS.** By a submission of a response to this solicitation, Bidder agrees that during the time following issuance of the solicitation and prior to final award of contract, Bidder shall not discuss this procurement with any party except the Procurement Director. Bidder shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Director.
- m) **CORRECTION OR WITHDRAWAL OF BID; CANCELLATION OF AWARD.** Any Bidder may withdraw its bid prior to the closing time for the receipt of bids. Correction or withdrawal of inadvertently erroneous bids before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - i) Appropriate mistakes discovered by the Bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening.
 - ii) After opening, no changes in prices or other provisions of bids prejudicial to the interest of the County shall be permitted.
 - iii) Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
- n) **INSTRUCTIONS FOR BID.** The Bidder shall follow the following directions for bid preparation:
 - i) The Bidder must clearly mark as "**Confidential**" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
 - ii) The Bidder shall make its bid in the official name of the entity or individual under which business is conducted (showing official business address).
 - iii) The Bidder shall clearly write in ink or type-write all prices and quotations
 - iv) A person duly authorized to legally bind the Bidder shall execute all required documents in ink.
- o) **VERBAL COMMENTS.** Verbal comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

4) BID OPENING AND AWARD

- a) The Procurement Director or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the Bidders' names and lump sum will be read aloud:
- b) **AWARDING POLICY.**
 - i) The award of the contract shall be made in accordance with provisions of the Code of Ordinances of Oconee County, South Carolina, to the responsive, responsible Bidder whose bid is determined to be

highest and best. However, the County reserves the right to reject any and all bids received, and in all cases, the County shall be the sole judge as to whether a Bidder's bid has or has not satisfactorily met the requirements of this ITB.

- ii) If awarded, this contract will be awarded to the responsible and responsive Bidder whose bid is determined in writing to be the highest and best. The County will be the sole judge as to whether a bid has or has not satisfactorily met the requirements of this ITB. The document that will form the contract shall include this entire solicitation, all applicable amendments, and the successful Bidder's bid.
- c) REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.
 - i) The County shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the County's own best interest.
 - ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this ITB.
 - iii) In all cases, the County shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made pursuant to this ITB.
 - iv) The County may reject any bid that fails to conform to the essential requirements of the ITB.
 - v) The County may reject any bid that does not conform to the applicable *specifications* unless the ITB authorized the submission of alternate Bids and the services offered as alternates meet the requirements specified in the ITB.
 - vi) The County may reject any bid that fails to conform to any delivery schedule or permissible alternates stated in the ITB.
 - vii) The County may reject a bid when the Bidder imposes conditions that would modify requirements of the invitation or limit the Bidder's liability to the County, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders. For example, the County may reject bids in which the Bidder:
 - (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
 - (2) Fails to state a fee schedule, if one is required.
 - viii) A Bidder may be requested to delete objectionable conditions from a bid provided the conditions do not go to the substance, as distinguished from the form of the bid, or work an injustice on other Bidders. A condition goes to the substance of a bid where it affects price, quality, or delivery of the services offered.
 - ix) Any bid may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for any individual line items as well.
 - x) Any bid may be rejected if the prices for any line items or sub-line items are materially unbalanced.
 - xi) Bids received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the bid opening date shall be rejected unless a compelling reason determination is made.
 - xii) The Procurement Director must reject Bids received from entities determined to be non-responsible.
 - xiii) The originals of all rejected Bids, and any written findings with respect to such rejections, shall be preserved with the papers relating to the ITB.
- d) TIE BIDS. If two or more bidders are tied in price and qualifications, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:

- i) If there is an in-county business (active business or warehousing facility located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.
 - ii) If there is an in-state business (active business or warehousing facility located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.
 - iii) Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Procurement Director witnessed by all interested parties.
- e) AWARD. A Notice of Award will be publicly posted in the County Administrative Building lobby, and will also be posted on the Oconee County web site at www.oconeesc.com. Based on the total award amount the final decision for award may rest with the Oconee County Council.
- f) PROTEST PROCEDURE
- i) Right to Protest. Any actual or prospective offeror or Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this section. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective offeror, or Bidder knows or should have known of the facts giving rise thereto.
 - ii) Authority to Resolve Protests. The Procurement Director shall have authority to settle and resolve a protest by an aggrieved offeror or Bidder, actual or prospective, concerning the solicitation or award of a contract.
 - iii) Decision on Protests. If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
 - iv) Notice of Decision on Protests. A copy of the decision of this Section shall be mailed or otherwise furnished to the protestant.
 - v) Finality of Decision on Protests. A decision under this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with the Oconee County Code of Ordinances.

5) PRELIMINARY MATTERS

a) EXECUTION OF AGREEMENT.

The Successful Bidder shall sign and deliver the Agreement for the Purchase and Sale of Real Property (the "Purchase and Sale Agreement"), attached as **Schedule A** and incorporated into this ITB, and such other required Contract Documents to the County within ten (10) Calendar Days after the bid opening.

b) EARNEST MONEY.

When the Successful Bidder delivers the executed Purchase and Sale Agreement to the County, the Successful Bidder shall deliver to the County the amount of Five Thousand Dollars (\$5,000.00) ("Earnest Money"). The Earnest Money shall be delivered and held in accordance with the Purchase and Sale Agreement.

6) GENERAL INFORMATION AND REQUIREMENTS

a) COMPLETE DOCUMENTS.

All supplementary documents and attachments are essential parts of this ITB and requirements occurring in one are as binding as though occurring in all.

b) ASSIGNMENT; ENTIRE AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County. This ITB package, and the Successful Bidder's bid, the Purchase and Sale Agreement, and any Amendments or Notices thereto shall constitute the entire agreement.

c) STATEMENT OF COMPLIANCE AND ASSURANCES.

- i) Bidders to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the bid submitted, complies with all applicable federal and state laws/regulations and County ordinances.
- ii) Bidders shall be required to provide with their bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this ITB.
- iii) A properly executed statement of Assurance, Compliance and Non-collusion, a copy of which is attached hereto, shall be provided to the County with the Bid Form.

d) IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.

- i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Director is hereby prohibited. Violation of this provision may result in suspension or debarment.
- ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

e) INDEMNIFICATION.

Bidder shall indemnify, defend and hold harmless the County, its employees, council members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Bidder or anyone acting under its direction or control or in its behalf in the course of its performance under the Purchase and Sale Agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Bidder or an agent of the Bidder or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Bidder shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Bidder shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

f) BIDDER'S RESPONSIBILITY.

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Bidder to acquaint itself with existing conditions shall in no way relieve the Bidder of any obligation with respect to this solicitation or agreement.

g) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

h) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this bid, if any, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

SPECIAL TERMS AND CONDITIONS

1. Award of bid will be based on best offer or highest bid. Oconee County reserves the right to reject any and or all bids. Terms of sale will be cash, cashier's check or other certified funds.
2. It is the intent of the County to issue a statement of award to the Successful Bidder on or about February 3, 2015.
3. The Successful Bidder shall submit the Purchase and Sale Agreement, along with the Earnest Money within ten (10) days.
4. The Successful Bidder shall schedule a closing to take place on or before the sixtieth (60th) day after the statement of award is issued.
5. The County will select the Closing Attorney.
6. All closing fees will be the responsibility of the Successful Bidder.
7. All "due diligence" including any inspections will be the responsibility of the Bidder and should be completed prior to the bid submittal date.
8. The Bidder may seek and obtain an appraisal of the Property, and the fees for such appraisals shall be the paid by the Bidder. If the Appraisal firm requires access to the inside of the home the appraisal firm may schedule a time to view the real property with the Oconee County Procurement Office.
9. It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that best efforts and diligence shall characterize all operations.

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Room 100, Walhalla, SC 29691
Phone: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: 14-06 **DATE:** 10/14/14
OPENING DATE AND TIME: January 20, 2015 @ 2:00 PM
OPENING LOCATION: Oconee County Procurement Office
County Administrative Building, Room 100
415 S. Pine Street, Walhalla, SC 29691

INVITATION TO BID FOR: Sale of House and Real Property Located at 502 E. Main St,
TOTAL BID PRICE: \$ _____

1. It is understood that the County reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Invitation to Bid.
2. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the bid after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the party making the bid will execute and deliver to the County the Purchase and Sale Agreement, on or before the tenth (10th) day after the mailing of said notice.
3. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.
4. The undersigned has read, understands, and agrees to the provisions contained in the ITB, including, without limitation, the Notice of the Invitation to Bid, the General Information, Instructions and Conditions, the Special Terms and Conditions, and the Purchase and Sale Agreement, and agrees to be bound by same.

THE UNDERSIGNED hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation or Entity)

By: _____

Print Name: _____

Date: _____

Title: _____

The Certificate of Familiarity and Non-Collusion must be included with bid.

**FOR QUESTIONS RELATED TO BID
ITB 14-06 SALE OF HOUSE AND REAL PROPERTY LOCATED AT 502 E.
MAIN ST, WALHALLA, SC**

Deadline for submitting questions is January 7, 2015 @ 5:00 pm.

If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.

**Name: Tronda C. Spearman
Title: Assistant Procurement Director
E-mail: tspearman@oconeesc.com
Phone: 864-638-4141**

If you do not have access to e-mail, you may use the form below to fax questions to (864) 638-4142.

Company Name: _____ Date: _____

Address: _____

Contact Person: _____

Phone #: (_____) _____ Fax #: (_____) _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER, FROM THE BID, WHEREVER
POSSIBLE)

SCHEDULE A- ITB 14-06

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this _____ day of _____, 2015 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and _____ ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Property") consisting of approximately .467 acres and being more fully shown and described on Exhibit A attached hereto and incorporated herein by reference; and

B. Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the above recited Property, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which hereby are acknowledged, Purchaser and Seller hereby do covenant and agree as follows:

- 1. Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property upon the terms and conditions hereinafter set forth.
- 2. Purchase Price.** The Purchase Price shall be a sum equivalent to \$_____ (the "Purchase Price"). Purchaser shall pay the Purchase Price to Seller at Closing by certified or cashier's check less a credit for the Earnest Money, plus or minus amounts prorated in accordance with this Agreement.
- 3. Closing Date.** The consummation of the transaction contemplated by this Agreement ("Closing") shall take place, subject to conditions hereof, on or before the sixtieth (60th) day after the statement of award is issued for ITB # 14-06, unless otherwise extended as provided herein ("Closing Date"). The Closing shall take place on an exact day and at such place as the Parties may mutually agree. Seller will surrender possession of the Property simultaneously with the Closing.
- 4. Earnest Money.** Simultaneously with the execution of this Agreement, Purchaser shall pay to _____, ("Escrow Agent") the sum of _____ Dollars (\$_____), which shall be held in trust as an earnest money deposit. All earnest money deposits tendered pursuant to this Agreement shall be held and applied in accordance with the terms of this Agreement. Escrow Agent shall deposit all earnest money deposits in an account with a federally insured financial institution. All earnest money deposits tendered under this Agreement are referred to in this Agreement as the "Earnest Money".

5. Closing Expenses. Purchaser shall pay, at the Closing, the deed stamps, transfer fees and any other taxes or fees due and required to be paid in connection with the delivery and recording of the Deed from Seller to Purchaser. Purchaser shall pay for the cost of the examination of title to the Property made in connection herewith and the premium cost of owner's title insurance policy to be issued in favor of Purchaser at the Closing and costs of recording the deed. Each of the parties shall pay attorney's fees to their respective counsel for services performed on each parties behalf.

6. Documents. The Parties shall deliver at Closing any other documents legally necessary or appropriate to complete and evidence the transaction contemplated hereby.

7. Seller's Representations and Warranties. SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

8. Condemnation. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

9. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

10. Default and Remedies. In the event Seller fails or refuses to perform this Agreement, the Earnest Money, including any interest earned thereon, shall, at Purchaser's option, be returned to Purchaser on demand, and Purchaser shall be entitled to all such rights and remedies as are provided by law (including, without limitation, specific performance and/or damages). If Purchaser shall default hereunder, Seller shall be entitled on demand to immediate possession of the Earnest Money as its sole and exclusive remedy and as agreed and liquidated damages, whereupon this Agreement shall be null and void. Seller and Purchaser acknowledge and agree that, in such event, actual damages are difficult or impossible to ascertain and the Earnest Money is a fair and reasonable estimation of the damages of Seller.

11. Micellaneous.

11.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), shall survive the Closing.

11.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

11.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

11.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

11.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

11.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

11.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Attn.: _____

(b) If to Seller:

Oconee County, South Carolina
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

11.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

11.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Print: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURCHASER:

By: _____

Print: _____

Title: _____

EXHIBIT "A"

Real Property Description

All that certain piece, parcel or lot of land situate, lying and being in the Town of Walhalla, County of Oconee, State of South Carolina, on the south side of Main Street, adjoining lands now or formerly of H.B.J.W. Schroder Estate, A.C. Phillips and C.W. Pitchford, containing a frontage of sixty-three feet on Main Street and running South from Main Street three hundred twenty-three (63x323) and being the same lot conveyed to J.C. Harris and Mary H. Harris by Charles H. Humphries by deed dated August _____, 1956 and recorded in Deed Book 7-H, Page 158.

This being the identical property conveyed to Oconee Planning and Development Board by J.C. Harris and Marry H. Harris by deed recorded in Deed Book 7-O, page 145, records of Oconee County.

