

INVITATION TO BID

Bid Number: 00038
Page 1 of 9

Issue Date: 12/18/15
Opening Date: 2/19/16

The South Carolina Department of Administration, Division of General Services ("General Services"), has been authorized as agent for the sale of this property. Attached you will find information relative to this site. The following terms and conditions have been established in the Invitation to Bid.

1. **PLEASE 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., Friday, February 19, 2016**, and must be submitted on the Bid Form attached. The outside of the envelope shall be marked, "**SEALED BID #00038**" in the lower right corner. All hand delivered or mailed bids should be addressed to:

**SC Department of Administration
General Services – Real Property Services
1200 Senate Street, Suite 408
Columbia, SC 29201**

- The receptionist 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., Friday, February 19, 2016**, in Suite 408, Wade Hampton Building, 1200 Senate Street, Columbia, South Carolina. Attendance at the opening is not required and will not affect the outcome. After the opening, a list of results will be available.
 5. ALL BIDS ARE TO BE NET TO THE OWNER.
 6. The Owner may accept bids subject to contingencies; however, in its sole discretion, the Owner reserves the right to discount the value of a bid due to the number and impact of any contingencies incorporated within the bid. Neither the Owner nor its agent shall be required to assist any prospective bidder with the procurement of satisfaction of any contingencies contained within a bid.
 7. The Owner 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 Owner to be germane in considering any bid.
 8. THE OWNER 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 Owner. The successful bidder will be determined by General Services.
 9. The Owner 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 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 Owner or its agent.
 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 Owner from any loss it may experience as a result of visiting or viewing the property.

The Owner's agent, General Services, will make itself available to assist in any way possible as you consider the submission of a bid on the property. For information, you may contact Linda Gordon at 803-737-4636. For site visits, contact Walter Hardin of Winthrop University (Office: 803-323-2261 Ext. 1 / Cell: 803-242-9529) or Keith Williams (Office: 803-323-3473 / Cell: 803-984-8970).

INVITATION TO BID

Bid Number: 00038
Page 2 of 9

Issue Date: 12/18/15
Opening Date: 2/19/16

Bidder: _____

Agent/Representative: _____

Address: _____

Date: _____ Telephone: _____

The undersigned (hereinafter called the "Bidder"), having inspected the real property owned by Winthrop University more fully shown on a map of the property, a copy of which is attached hereto, in reliance upon its examination and inspection, hereby offers to purchase from Winthrop University, through the South Carolina Department of Administration, Division of General Services, (hereinafter called the "Agent"), the parcel of real property bid upon below. The Owner reserves the right in its sole discretion to refuse any and all bids. You may bid at the minimum bid, although there is no assurance a minimum bid will be a successful high bid.

The subject property contains 1.2779± acres (55,665± square feet) and is located at 520 Cherry Road, Rock Hill, South Carolina. The building improvements consist of a brick building (14,882 useable square feet) with two components. The main building is two stories with offices and storage on the first floor and storage on the second floor. The second component is a single story staging area with two 12 foot overhead doors (front and rear). The second structure is a steel warehouse building (5,950 square feet) with brick wainscot on two sides. This building is clear spanned with no interior columns. Wood framed office areas separate two sides of this warehouse. The subject is identified as York County Tax Map No. 629-01-07-007 and 629-07-07-008. The subject property is zoned Office/Institutional (OI) by the City of Rock Hill. Public electricity, telephone, cable, water, sewer and natural gas are available to the subject site.

AMOUNT OF BID: \$ _____

*MINIMUM BID \$1,350,000 / SUGGESTED PRICE \$1,500,000

UPON ACCEPTANCE of this bid by the Owner, this bid shall constitute a CONTRACT OF SALE between the Owner and the Bidder for the purchase of the property.

The Bidder hereby offers to pay for the property in the amount bid, upon the following terms and conditions:

The closing of the sale of the property shall take place within thirty days of award or as soon thereafter as may be practical.

Prior to closing, the Bidder shall have the right to enter upon and inspect the property 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.

Prior to closing, the Bidder shall sign Exhibit A acknowledging that he has had an adequate opportunity to inspect and test the property to be acquired pursuant to this inspection and testing right. The Bidder shall have possession of the property at closing.

The property shall be conveyed by the Owner to the Bidder at the closing in "as is" condition. Said conveyance shall be by quitclaim deed, subject to easements, restrictions of record and all other matters affecting title whether recorded or not, and to any and all laws and ordinances applicable to the property.

INVITATION TO BID

Bid Number: 00038
Page 3 of 9

Issue Date: 12/18/15
Opening Date: 2/19/16

All rents and all taxes 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. Rollback taxes, if applicable, shall be the responsibility of the Bidder.

All risks of loss prior to closing shall be borne by the Owner, after which said risks shall be borne by the Bidder. The Bidder shall pay all documentary stamp taxes due as a result of the sale.

The Bidder shall be responsible for, and shall pay when due, any and all assessments relating to the property which are made after the bid date.

The Bidder herewith deposits with the Agent, as earnest money on the purchase of the property, a cashier's or certified check made payable to the **State of South Carolina**, the amount of five (5%) percent of the Bidder's bid or One Hundred Dollars (\$100.00), whichever is greater, to be applied to the purchase price if this bid is accepted by the Owner. The balance of the purchase price is due and payable by the Bidder to the Owner at the closing. Payment shall be by cashier's or certified check.

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 Owner as damages and the Owner may pursue any rights or causes of action available against the Bidder. In the event of default in the performance of any of the obligations of the Owner pursuant to this contract, the Bidder shall be entitled to terminate this bid by written notice to the Owner and receive a refund of the earnest money, but the Bidder shall otherwise have no further rights against the Owner.

This bid and the attached Invitation to Bid 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, Agent and Owner in regard to this bid, the Contract of Sale, or to the property.

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

In The Presence Of:

Witness

Bidder's Signature

(Print Name)

The State of South Carolina, as Owner of the property, hereby accepts the above bid to purchase the property as set forth above.

In The Presence Of:

Witness

Owner's Representative

Title

(Print Name)

EXHIBIT A

ACKNOWLEDGEMENT OF INSPECTION AND TESTING OPPORTUNITY

This constitutes acknowledgment that pursuant to the provisions of the Contract of Sale of Real Property entered into by _____ (Bidder) and the State of South Carolina, the Bidder has had an adequate opportunity to inspect and test the "Subject Property".

Date _____

BIDDER

By: _____

Its: _____

INVITATION TO BID

Bid Number: 00038
Page 5 of 9

Issue Date: 12/18/15
Opening Date: 2/19/16

EXHIBIT B
LOCATION MAP

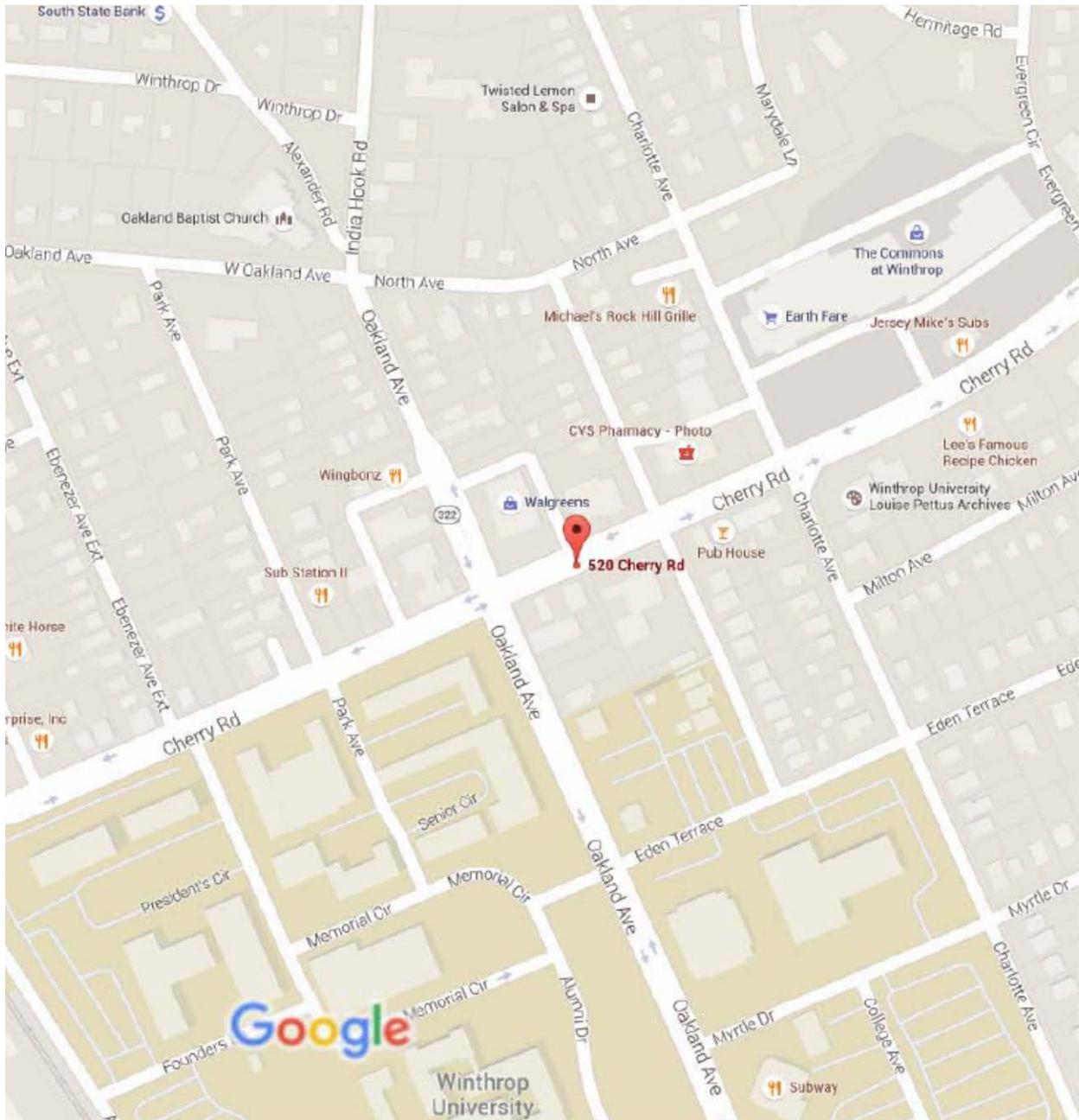


EXHIBIT C

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Front of Building from Cherry Road



East Side from College Avenue



Steel Building in Rear from College Avenue

EXHIBIT C

PHOTOGRAPHS OF THE SUBJECT PROPERTY (cont'd.)



West Side of Main Building, Front of Staging Area and Front of Steel Building from Alley



West Side of Staging Building from Alleyway



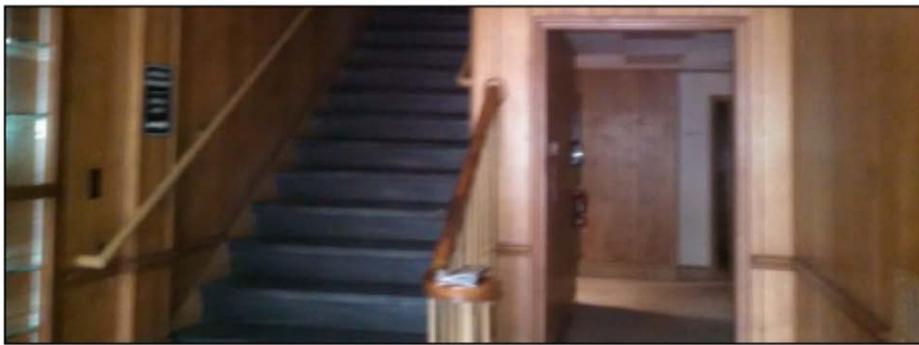
West Side of Steel Warehouse from Alleyway

EXHIBIT C

PHOTOGRAPHS OF THE SUBJECT PROPERTY (cont'd.)



Typical Interior Finish of Renovated Offices in the Main Building First Floor



Typical Interior Finish of Non-renovated Areas in the Main Building First Floor



Second Floor Main Building

EXHIBIT C

PHOTOGRAPHS OF THE SUBJECT PROPERTY (cont'd.)



Interior of Staging Area



Interior of Staging Area



Interior of Steel Warehouse