Request for Proposals to Purchase County Owned Surplus Property, Federal Court House, Beaufort South Carolina

ISSUED DATE: August 22, 2014
RFP DUE DATE/TIME: October 8, 2014, 3:00 p.m.
RFP NUMBER: 100814
SUBMIT RFP TO: Purchasing Department
106 Industrial Village Road, Building #2
Beaufort, SC 29906-4291

Requests for information regarding this RFP solicitation should be directed to the Purchasing Department by calling 843-255-2350 or by email at dthomas@bcgov.net
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Section I Preface

Beaufort County, South Carolina is accepting sealed proposals from persons/firms interested in purchasing, leasing, or lease to own County owned surplus property described as the Federal Courthouse parcel R12000400007620000, located at 1501 Bay Street, Beaufort, SC, 29901. The property is approximately a .6700 acre parcel. See Exhibit C for plans and a description.

Proposal Title: Surplus Property Sale, Federal CourtHouse, Approximately .6700 Acre.
Proposal Notice Number: RFP # 100814
Closing Date and Time: October 8, 2014 at 3:00 PM EST
Pre-Proposal Meeting: None
Submission Requirements: One (1) original and two (2) copies

All proposals received in response to this Request for Proposals (RFP) will be evaluated by a selection committee determined by the County and rated upon the evaluation criteria listed herein. If the best Offeror is clearly identified from the point summary listed in the evaluation criteria, there will not be a need for oral presentations to the County; however, if not, an oral presentation from a minimum of the top two rated firms may be required.

This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, to sell surplus property, or to procure or contract for the articles of goods and services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal request, if in the best interest of the County to do so.

Questions regarding this RFP should be sent in writing (preferably via e-mail) at least ten (10) calendar days prior to the proposal closing date to the Beaufort County Purchasing Department to:

David L. Thomas, CPPO, CPPB
Purchasing Director
Email: dthomas@bcgov.net
Fax: (843) 255-9437

Answers to questions received that change and/or clarify this solicitation will be posted on the County's website at www.bcgov.net under the Purchasing Department's page. If it becomes necessary to revise any part of this RFP, addenda will likewise be posted on the County's website. Offerors must acknowledge in writing, receipt of all addenda in the text of their proposals.

All official correspondence in regard to the requirements, terms, and conditions should be directed to and will be issued by the Purchasing Department. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

All material submitted in response to this RFP shall become the property of the County and will not be returned to the Offeror. The content of each Offeror's proposal shall become public information once a contract has been awarded.
Section II. Background and Purpose

Beaufort County, SC is accepting sealed proposals from persons/firms interested in purchasing, leasing, or lease to own the aforementioned parcel described above. Sealed proposals will be received by the Purchasing Department, Attn: Dave Thomas, 106 Industrial Village Road, Building #2, Beaufort, SC 29906-4291 until 3:00 p.m., October 8, 2014.

Interested parties may obtain the solicitation documents from www.bcgov.net. Interested parties shall submit their proposal in the format as described herein together with forfeitable certified funds to be deposited in the escrow account of the County in an amount equal to five percent (5%) of their total offer. If a contract(s) is(are) consummated, the successful Offeror will be required to submit forfeitable certified funds in the amount of fifteen percent (15%) at the time of contract execution with remaining balance due at closing.

This Request for Proposals shall in no manner be construed as a commitment on the part of Beaufort County to award or enter into an agreement with any proposer. Beaufort County reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to request additional information or ask for clarifications from any offeror, to solicit new proposals, or to accept any proposal or no proposal at all which in the sole opinion of the County is deemed to be in the County’s best interest.

Request for information/questions regarding this Request for Proposals should be submitted in writing and as directed to below. Any needed responses to written questions shall be distributed via the County website in the form of an addendum to this solicitation. All addenda issued by Beaufort County must be acknowledged in writing by the proposer. It shall be the Offeror’s responsibility to ensure he/she has all addenda which have been issued by visiting the County’s website at www.bcgov.net.

Submit questions to: Dave Thomas, CPPO, Purchasing Director, Beaufort County, PO Drawer 1228, Beaufort, SC 29901-1228 or dthomas@bcgov.net. The last day for questions is no later than 5:00 p.m., October 2, 2014.

Submit proposals to: Beaufort County Purchasing Department, 106 Industrial Village Road, Building #2, Beaufort, SC 29906, Attn: Dave Thomas, CPPO, Procurement Director no later than 3:00 p.m., October 8, 2014. Any bid received after that date and time are considered late and will not be accepted.

Site Visit: Site visits are limited and may be scheduled by calling the County’s Legal Department at 843-255-2055. The building is currently occupied and will take time to coordinate a site visit. Copies of the recent appraisal information containing pictures and drawings may be available from our Legal Department.

Section III. General Information, Terms, and Conditions
Purchase of County owned surplus property located at 1501 Bay Street, Beaufort, SC 29902. The parcel and building is described as a two story Federal Courthouse, approximately .6700 acre and estimated at 29,341 square feet.

A. Beaufort County requests sealed proposals from persons/firms for the purchase of the Federal Courthouse to as delineated in this Request for Proposal. All proposals shall be valid for acceptance by the County through December 31, 2014.

B. The County reserves the right to reject any or all proposals and may, but is not required to, advertise for new proposals. The County further reserves the right to waive irregularities or technicalities in connection with any proposal and/or to seek additional clarifying information from any respondent.

C. Proposers are required to list, in their proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person engaged in current litigation against the County.

D. Proposals will not be considered from any respondent that is in arrears or default to Beaufort County upon any debt or contract, has defaulted as surety or otherwise upon any obligation to Beaufort County, has failed to perform faithfully any previous contract with Beaufort County, or has refused to enter into a contract with Beaufort County after having been awarded same.

E. The County reserves the right to award the parcel to an individual or company that result in the highest price or the overall best interest to the County as determined by County Council.

F. Interested parties shall submit their proposal with forfeitable certified funds in the form of a bank cashier’s check or bank irrevocable letter of credit, to be deposited in the escrow account of the County, in an amount equal to five percent (5%) of their total offer.

G. The awarded buyer shall be required to enter into a Purchase Agreement similar to that included herein, which will be developed upon notice of award to the successful buyer. The successful buyer will enter into such Agreement no later than October 1, 2014 and shall be required to submit forfeitable certified funds in the amount of fifteen percent (15%) at the time of contract execution with the remaining balance due at closing.
H. Submitted proposals must be received at the Purchasing Department, attention Dave Thomas, CPPO, 106 Industrial Village Road, Building #2, Beaufort, South Carolina 29906, not later than 3:00 pm, **October 8, 2014**, in a sealed envelope clearly marked on the outside as follows: RFP# 100814 Parcel, The Beaufort County Federal Courthouse, located at 1501 Bay Street, Beaufort, SC, 29901. The building/property is approximately 29,341 square feet, and sets on .6700 acres. Except for the name and address, on other information shall be placed on the outside of the sealed envelope.

**Section IV Calendar of Events**

(This is an estimated schedule and may changed)

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<td>Issuance of RFP</td>
<td>August 22, 2014</td>
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<td>Question Ask Deadline</td>
<td>September 29, 2014</td>
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<td>Question Response Deadline</td>
<td>October 2, 2014</td>
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<td>RFP Submission Deadline</td>
<td>October 8, 2014, 3:00 p.m.</td>
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<td>Oral Presentations</td>
<td>As Needed</td>
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<td>Approximate Contract Award Date</td>
<td>November 1, 2014</td>
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<td>Approximate Closing Date</td>
<td>December 1, 2014</td>
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**Section V Terms, Conditions, and Proposal Submission Instructions**

To be considered, proposals must be submitted to the Beaufort County Purchasing Department no later than the date and time listed in this RFP. Proposals received after that time will not be considered and returned to the Offeror unopened.

Proposals must include all requested information. Failure to respond to any requested item may cause a proposal to be deemed non-responsive.

Due to the possibility of negotiation with all compliant Offerors, the identity of any Offeror or the contents of any proposal shall not be public information until after a contract award is made; and therefore, the public **is not** invited to be present when proposals are opened.

**General Submission Instructions, Terms, and Conditions:**

1. Proposals should be prepared simply and economically, providing straightforward, information.

2. If possible, print the proposal on recycled paper.

3. Proposals must be made in the official name of the offering firm or individual under which business is conducted.

4. The proposal cover letter and proposal form must be signed in ink by a representative of the Offeror duly authorized to legally bind the Offeror submitting the proposal.

5. **Offerors should submit one (1) clearly identified original and two (2) copies of their proposal. The County will not photocopy your proposal documents for the purpose**
of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in proposal rejection.

6. Proposals must be submitted in a sealed and opaque envelope or container and include all requested information.

7. Proposals should be labeled as follows:
   a. Offeror Name
   b. Proposal Title
   c. Proposal Notice Number
   d. Closing Date

8. Proposals may be delivered via mail/express delivery or hand-delivery and should be in receipt of the Purchasing Department by the date and time listed in this RFP:

   Mailing Address
   Beaufort County Purchasing Department
   Post Office Drawer 1228
   Beaufort, SC 29901-1228

   Physical Address (for express mail and hand delivery)
   Beaufort County Purchasing Department
   106 Industrial Village Road, Building #2
   Beaufort, SC 29906

Proposals will not be accepted via fax or email. All proposals will become the property of Beaufort County upon submission.

9. Content pages excluding cover letter, exhibits, and tab dividers shall not exceed 30 pages.

10. To achieve a uniform review process and allow for adequate and fair comparability, proposals must meet the following requirements:

   a. Bound along the left margin in a manner selected by the Offeror;
   b. Include a cover letter not to exceed one page;
   c. Printed on letter-size paper (8½ x11);
   d. Printed in single-space format;
   e. Printed with one-inch margins left, right, top and bottom;
   f. Font size at least 12 point
   g. Single-sided;
   h. Each page should be consecutively numbered.
   i. Header of Footer with the Offeror’s name

11. The response should contain a cover letter and introduction, including the firm’s name and address, and the name and telephone number of the person(s) authorized to represent the Offeror regarding all matters related to the proposal. The cover letter should also contain the following statement:
“We have read Beaufort County’s Request for Proposals to Purchase the Federal Courthouse and fully understand its intent. We certify that we have adequate personnel and capabilities to provide the offer as stated in our proposal. We further understand that our ability to meet the criteria and provide the best value to the County shall be judged solely by the County.”

12. In addition, the cover letter must certify the following:

a. The proposal response is genuine and is not a sham or collusive.

b. The response is not made in the interest of or on the behalf of any person not named therein.

c. The Offeror has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.

d. The Offeror has not in any manner sought by collusion to secure an advantage over any other respondent.

e. The Offeror has thoroughly examined the RFP requirements and the proposed offer includes paying for a survey, title insurance and all closing cost to cover the purchase of the property.

f. The Offeror acknowledges and accepts all terms and conditions included in this RFP.

g. The Offeror agrees to purchase the property in a manner acceptable to the County and as stipulated in the RFP and subsequent contract.

h. The Offeror and key professionals do not have nor anticipate a potential conflict of interest with the County.

i. The Offeror must state that it will meet the insurance requirements as required. The Offeror is specifically advised that it must maintain all required insurance (i.e. professional liability insurance/errors and omissions; comprehensive general liability insurance; automobile liability insurance; and worker’s compensation insurance) for the duration of the contract.

13. Essential Elements of Proposals

Proposals must include and will be evaluated on the following:

- Cover Letter
- Grand total price offered for the property (Lease and Lease to own offers may be considered)
- Use of Building
- Job creation possibilities
- Experience in creating a successful business on developed property
- Capital Investment in the project
- Effect on traffic
Offerors must address and discuss each area contained in paragraph 13 above. Offerors should provide conceptual drawings if available with their proposal.

14. Prohibition of Gratuities

It shall be unethical for any person to offer, or give, or agree to give any Beaufort County Council Member, County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

An exception to this rule applies to individuals or firms that currently do business with the County, but shall be limited to that business and should not relate to this RFP. Failure to observe this rule may result in disqualification.

15. Pre-Proposal Meeting

No formal pre-proposal meeting will be held. Questions may be directed to the staff contact noted herein.

16. Oral Presentations

The County shall have the option to invite Offerors to make oral presentations, to provide an opportunity for evaluating an Offeror through the presentation of its proposal. The County may limit the number of oral presentations conducted to those Offerors ranking highest after initial evaluation of proposals. Offerors will not be informed of their rank at the time of the oral presentations.

The time allotments and the format shall be the same for all oral presentations. Offerors will be given notice of at least two (2) business days prior to the date of an oral presentation. The County may waive the location and medium requirements of an oral presentation upon the written request of an Offeror due to special hardships, such as an Offeror with disabilities or limited resources. In these circumstances, the County may conduct oral presentations through an alternative written or electronic medium (i.e. telephone, video conference, text telephone (TTY), or Internet).

17. Effective Period of Proposals

Proposal responses remain in effect for at least one hundred and twenty (120) days from the submission deadline and thereafter until either the Offeror withdraws the response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

18. Disqualification of Proposals

Proposals received after the submission deadline will be considered late and shall be automatically disqualified.
Proposals that are not responsive or fail to comply with the mandatory requirements of this RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals can include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or incorrect format.

Collusion by two or more Offerors agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposals or termination of a contract.

19. Right of Rejection

Notwithstanding any other provisions of this RFP, the County reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is further within the right of the County to reject responses that do not contain all elements and information requested in this document.

20. Contract Negotiations

After a review of the responses and possible oral presentations, the County intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, or the contract awards may be for segments, phases, or specific tasks associated with a proposal. The County reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Offerors are therefore encouraged to detail the pricing associated with their proposals so that costs are indexed to specific tasks or project phases. This will allow the County to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so. If a contract is not finalized in a reasonable period of time, the County may open negotiations with the next ranked Offeror.

21. Award of Contract(s)

The Offeror to whom the contract(s) is/are awarded shall be required to enter into a written contract with the County (see sample contract included herein). This RFP and responses, or any part thereof, may be incorporated into and made a part of the final contract. Customary contract provisions are contained herein; however, the County reserves the right to negotiate the terms and conditions of the contract.

22. Financial Responsibility

The Offeror understands and agrees that the County shall have no financial responsibility for any costs incurred by the Offeror in responding to this RFP. The successful Offeror shall be solely responsible for meeting all terms and conditions specified herein, its proposal, and any resulting contract. The Offeror’s signature on a proposal submitted in response to this RFP guarantees that the prices submitted have been established without collusion with other eligible vendors and without effort to preclude the County from obtaining the best possible competitive proposal. **Cover Letter**

23. Evaluation Award Criteria
The factors to be used in evaluating the responses will include, but are not limited to, the following:

a. The Firm’s proposal to create a business at this location and the number of jobs created for the community.

b. Proposed price for purchasing the property.

c. Proof of experience and capability of Offeror, including recent and related experience in creating a business on underdeveloped land.

d. The overall plan and capital investment for this property.

e. Use of the Land and effect on traffic.

Total Points available up to 100 points. Points for each criteria will be established at a later date by the County Evaluation Committee.

Property use, overall job creation possibilities and purchase price will be an important factor in the evaluation of responses; however, the County is not required to select the highest purchase price Offered, but may select the offer that demonstrates the “best value” overall, including proposed alternatives, and that meets the objectives of this RFP. The County reserves the right to negotiate with the highest ranked respondent.

**Section VI Contract Provisions**

**EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

**S.C. LAW CLAUSE:** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the Offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, 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 State or local government.
OFFEROR’S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the Offeror’s ability to provide the services requested herein, before entering into any contract.

OFFEROR RESPONSIBILITY: Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

AFFIRMATIVE ACTION: The Contractor 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, religion, sex, national origin, or physical handicap.

PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County’s concurrence. The successful Offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

NONRESIDENT TAXPAYERS: If the Offeror is a South Carolina nonresident taxpayer and the contract amount is $10,000.00 or more, the Offeror acknowledges and understands that in the event he is awarded a contract Offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State’s Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

BUSINESS LICENSE: In accordance with the Beaufort County Business License Ordinance, 99-36, Article III, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

TERMINATION FOR DEFAULT: The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement. The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
**TERMINATION FOR CONVENIENCE:** The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County’s election to terminate this contract in whole or in part for its convenience.

**AWARD:** An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror’s proposal has or has not satisfactorily met the requirements of this RFP.

**PUBLIC ACCESS TO PROCUREMENT INFORMATION:** No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as “Confidential” each part of their proposal, which they consider to contain proprietary information.

**DEVIATIONS:** Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

**ALTERNATES:** Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

PROTEST PROCEDURES

1. Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

2. Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

3. Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

3.1 State the reasons for the action taken; and

3.2 Inform the protestant of its right to administrative review as provided in this Section.

3.3 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
3.4 **Finality of Decision:** A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

3.4.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

3.4.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

Section VII PARCEL DESCRIPTION

The following Building and Land is for sale as is:

1. **Parcel R1200040000762000, Federal Courthouse Building**

   The Federal Courthouse was built in 1888 and last renovated in 1994. The estimated square feet is 29,341 and was built on .6700 acre parcel located at 1501 Bay Street, Beaufort, SC, 29901.

   SITE MAP: See Exhibit C
Section VIII PROPOSAL FORM

(Submit this Form with Proposal)

1. We are offering a Grand Total of $ ______________________ for the Federal Court House located at 1501 Bay Street, Beaufort, SC, 29901

2. We are offering _______________________ amount per month to lease or lease to own the Federal Courthouse and property.

3. We will provide the following capital investment and type of business that will occupy the property: ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

4. Total estimated jobs and type of Business:
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

Respondent’s Name: ________________________________

Signature: ____________________________________________

Address: ____________________________________________

City: __________________ State: ______ Zip: ________

Email: ____________________ Phone# (    ) ________

Date: ____________________________
Section IX NONCOLLUSION AFFIDAVIT OF RESPONDENT

State of South Carolina  )
County of Beaufort  )

being first duly sworn, deposes and says that:

1. He/She is ___________________________ of ___________________________ the respondent that has submitted the attached proposal:

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such offer:

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached proposal or of any other respondent, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owners or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed __________________________________________________________

Title __________________________________________________________

Subscribed and sworn to before me this __________ day of ________, 20__.

________________________________________ My commission expires on __________________

____________________________

Title
X. Claims Form-Submit with Proposal

Respondent is required to provide in the proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person or business engaged in current litigation against the County.

Provide the information (attach additional sheets if needed) in the space below. If “NONE”, please indicate as such.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Bidder Name: __________________________________________________________
Signature: _____________________________________________________________
Date: _________________________________________________________________
Exhibit A: Offer

Proposal Title: Beaufort County Sale of Surplus Property, Federal Court House located at 1501 Bay Street, Beaufort, SC 29901

Proposal Notice Number: RFP# 100814

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a proposal that contains all terms, conditions, specifications and amendments in the Request for Proposals (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Offeror (Firm) Name: ____________________________________________

Federal Tax ID Number: __________________________________________

Mailing Address: ________________________________________________

City, State, Zip Code: ____________________________________________

Telephone Number: (          ) ________________________________

Fax Number: (          ) ________________________________

E-Mail Address: ________________________________________________

________________________________________________________
Authorized Signature

________________________________________________________
Printed Name and Title

________________________________________________________
Date
STATE OF SOUTH CAROLINA ) AGREEMENT TO BUY AND SELL ) REAL ESTATE )
COUNTY OF BEAUFORT )

This Agreement to Buy and Sell Real Estate ("Agreement") is made this ______ day of 2014 (the "Effective Date") by and between Beaufort County (the "Seller") and __________________ the "Purchaser").

WITNESSETH:

WHEREAS, the Seller is the owner of the property hereinafter described; and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to buy______________ in Beaufort County, South Carolina more particularly shown as ________________________ on Exhibit B attached hereto and incorporated herein (the "Property"), for the following intended use(s):

NOW, THEREFORE, in consideration of the foregoing recitals which are fully incorporated into this Agreement, the mutual promises, covenants, agreements and obligations of Purchaser and Seller as herein contained, and other good and valuable consideration, the receipt and adequacy of which each acknowledges, Purchaser and Seller agree as follows:

1. Sale/Purchase. Seller agrees to sell and Purchaser agrees to purchase the Property, together with all improvements thereon and also together with all and singular the tenements and hereditaments, rights and appurtenances now or hereinafter belonging thereto, subject to the terms and conditions hereinafter set forth.

2. Purchase Price. The Purchase Price for the Property shall be __________________ and No/100 ($__________.00) Dollars (the "Purchase Price"), due from Purchaser at Closing.

3. Earnest Money. Upon execution of this Agreement, earnest money in the amount of Fifteen percent (15%) of the Purchase Price (the "Earnest Money") shall be paid to the Purchaser's closing attorney as escrow agent ("Escrow Agent") by Purchaser. Upon Closing in accordance with this Agreement, the parties agree the Earnest Money deposit shall be applied to the Purchase Price. In the event the Closing fails to occur in accordance with this Agreement, the Earnest Money shall otherwise be held and applied pursuant to terms of this Agreement. If the Purchaser should breach this Agreement, the Earnest Money shall be paid to the Seller as liquidated damages due the Seller.
4. **Cash at Closing.** The Purchase Price shall be paid to Seller at the Closing in United States currency by way of Federal Wire Transfer, cash, certified funds, or other immediately available funds acceptable to Seller, less the Earnest Money, and adjusted to reflect the prorations provided for in this Agreement.

5. **Inspections Prior to Closing.** Purchaser, its agents and representatives, shall at all times up to thirty (30) days prior to Closing, have the privilege, opportunity and right of entering upon the Property in order to inspect and examine same and perform topographical surveys, building and equipment inspections, soil test borings, percolation tests, drainage, utility and traffic determinations and environmental audits, tests and studies and other tests needed to determine surface, sub-surface and topographic conditions and any testing necessary by Purchaser. Purchaser shall be responsible for paying any liens, costs, expenses, claims, obligations or other liabilities suffered by Seller and or its affiliates, arising from the activities of the Purchaser, or its employees, agents, and contractors, in connection with its inspection of, and activities conducted on, the Property. Purchaser's obligations under this Section 5 shall survive the Closing and the rescission, cancellation or termination of this Agreement.

6. **Closing.** The purchase and sale contemplated herein for the Property (the "Closing") shall be consummated on or before November 1, 2014 (the "Closing Date"). The parties agree that time is of the essence with regards to this transaction. The Closing Date shall be extended for an additional period not to exceed thirty (30) days upon written request of the Purchaser received by Seller on or prior to the Closing Date, and the payment by Purchaser to Seller of an additional one percent (1%) of the Purchase Price, which sum shall become part and parcel of the Earnest Money. Seller agrees to deliver possession of the Property to Purchaser at Closing by special warranty deed in proper form for recording subject to matters set forth in Section 8.

7. **Due Diligence.** Purchaser shall until thirty (30) days prior to Closing (the "Due Diligence Period") to perform soil tests and environmental audits, permitting, zoning or such other studies and such other investigations as Purchaser may deem appropriate. In the event Purchaser in Purchaser's sole judgment and discretion shall conclude that said inspections, reviews, studies and/or investigations are not satisfactory for whatever reason, then Purchaser may terminate this Agreement by delivering written notice of such termination to Seller and Escrow Agent on or before the expiration of the Due Diligence Period. In such event, or in the event the Purchaser does not close on the Property on or prior to the Closing Date (as may be extended pursuant to Section 6), this Agreement shall be deemed terminated and Purchaser shall have no obligation to purchase the Property, and Seller shall have no further liability to Purchaser under this Agreement. Furthermore, upon such deemed termination in accordance with this Section 7, this Agreement shall be considered null and void and of no further force and effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except that the Earnest Money shall be returned to Purchaser and for Purchaser's surviving obligations under Section 5 and the surviving obligation of the Purchaser to turn over any reports, surveys, or other materials obtained or commissioned by the
Purchaser in connection with its investigation of the Property to Seller within ten (10) days of such termination of the Agreement.

8. **Title to Property.** At the time of closing the Seller shall convey to the Purchaser, by a properly executed special warranty deed (the "Deed"), in the form customarily used to transfer real property in the State of South Carolina, fee simple title to the Property free and clear of monetary liens and monetary encumbrances but subject to all covenants, easements and restrictions of record affecting the Property, including, but not limited to those described as follows, as well as certain reservations and restrictions of Seller described as follows:

   (a) Taxes and assessments not yet due;

   (b) Licenses and easements for utilities servicing the Property and drainage easements of record which may affect the Property;

   (c) Interests created by or limitations on use imposed by the Federal Coastal Zone Management Act or other federal law or regulations or by the South Carolina Coastal Zone Management Act of 1977, Sections 48-39-1 0, et seq., Code of Laws of South Carolina, 1976, as amended by the South Carolina Beach Management Act, South Carolina Code Sections 48-39-270,et seq.;

   (d) Zoning laws and ordinances of the county where the Property is located and all other local, state and federal ordinances, laws, regulations, and limitations on use, as applicable, including, without limitation any FAA required environmental and height review of anticipated development; and

9. **Seller's Representations, Warranties and Covenants.** In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to the warranties, representations, covenants and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

   (a) **Title.** Seller is the sole owner of good and marketable fee simple title to the Property as described in Section 8 above.

   (b) **No Other Agreements.** No options or other contracts have been granted or entered into which are still outstanding and which give any party a right to purchase any interest in the Property or any part thereof.

   (c) **FIRPTA Withholding.** Seller is not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including but not limited to, Section 1445 thereof, or any withholding requirements imposed by the tax laws of the State of South Carolina.)
(d) **No Bankruptcy/Dissolution Event.** No "Bankruptcy/Dissolution Event" (as hereinafter defined) has occurred with respect to Seller. "Bankruptcy/Dissolution Event" means the occurrence of any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, or failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation.

10. **Purchaser's Representations, Warranties and Covenants.** In order to induce Seller to enter into this Agreement and to sell the Property, in addition to the warranties, representations and undertaking contained elsewhere in this Agreement, Purchaser hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Seller:

   (a) **Authority of Purchaser.** Purchaser has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Purchaser, will be a valid and binding obligation of the Purchaser in accordance with its terms and will not violate any agreement, Order, decree or judgment to which Purchaser is bound or subject.

   (b) **No Bankruptcy/Dissolution Event.** No "Bankruptcy/Dissolution Event" has occurred with respect to Purchaser.

11. **Settlement Costs.** Settlement costs shall be allocated as follows:

   (a) Each party shall pay its own attorney fees.

   (b) The Purchaser shall pay for the preparation of the Deed, and for the cost of documentary stamps and transfer fees, if any.

   (c) Purchaser shall pay all costs for title examinations, title insurance premiums and all costs related to its acquisition and any applicable financing of the Property and the cost of the Survey (as hereinafter defined).

   (d) Real property taxes, to the extent applicable, and special assessments, if any, and to the extent applicable, shall be prorated as of the Closing Date with respect to the Property, based on the latest available information provided by the Assessor's Office and/or Auditor's Office of the County where the Property is located. Apportionment shall be computed by the 365 day method, each day representing one 365th of the annual charge.
(e) To the extent the Property is or may hereafter be subject to applicable roll-back taxes pursuant to Sections 12-43-220, et seq. of the S.C. Code of Laws, the Purchaser shall be solely responsible for and shall pay any such roll-back taxes levied or to be levied against the Property or any portion thereof. The provisions of this Section shall survive Closing.

(f) Impact fees and other charges and expenses, including but not limited to, water and sewer fees, impact fees and charges payable for police, fire safety, traffic, education and recreation, and any other charges or fees required to be paid, or work required to be performed, whether on-site or off-site, as a condition to the permitting and construction of Purchaser's intended use for the Property, to the extent applicable, shall be incurred by, and shall be the sole responsibility of Purchaser. The provisions of this Section shall survive Closing.

12. Survey. Purchaser shall obtain at Purchaser's expense a survey (the "Survey") of the Property prepared by a surveyor registered in the State of South Carolina. The Survey shall locate all boundaries and shall disclose the acreage to the nearest one hundredth of an acre. Purchaser shall provide Seller with a copy of the Survey for Seller's review and approval prior to recording in the public records of Beaufort County, South Carolina, and at least thirty (30) days prior to the Closing Date.

13. Deliveries at Closing. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller and Purchaser shall deliver to the other the documents and items set forth hereunder, the delivery and accuracy of which shall further condition the obligations of the party to whom such are delivered to consummate the purchase and sale hereunder contemplated.

(a) Seller's Deliveries at Closing. At Closing, Seller shall deliver the following to Purchaser:

(i) **Deed.** Special warranty deed in recordable form, duly executed by the Seller conveying to Purchaser good, marketable and insurable fee simple title to the Property, as depicted in the Survey referenced in Section 12 above, and as provided for in Section 8 above.

(ii) **Authority.** Such documents as may be reasonably necessary to establish Seller's authority to enter into this Agreement and execute the Closing documents.

(iii) **Settlement Statement.** A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

(iv) **Foreign Person Affidavit.** An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and in the 1984 Tax Reform Act, as amended.
(b) **Purchaser's Deliveries at Closing.** At each of the respective Closings set forth herein, Purchaser shall deliver the following to Seller:

(i) **Purchase Price and Other Costs.** The Purchase Price as set forth in above by way of cash, certified check, federal wire transfer or other immediately available funds.

(ii) **Settlement Statement.** A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

14. **Default and Remedy.** If Purchaser has breached its covenants and agreements hereunder and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, Seller shall be entitled as its sole remedy, to retain the Earnest Money paid by Purchaser as and for Seller's liquidated damages for Purchaser's default. Notwithstanding the aforesaid, nothing herein shall be deemed to limit Purchaser's obligations set forth in Section 5 and Section 17 which shall survive such termination. If Seller has breached its covenants and agreements under this Agreement and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, Purchaser, as its sole remedies, shall be entitled to either:

(i) terminate this Agreement and receive a full refund of the Earnest Money or

(ii) seek specific performance of this Agreement.

Notwithstanding the aforesaid, if Seller is unable to convey title on the Closing Date in accordance with the terms of this Agreement, Seller shall not be required to remedy any title defects; provided, however, Purchaser, at its option, shall have the right to accept such title as Seller is able to grant or to terminate this Agreement or receive a full refund of the Earnest Money as aforesaid.

15. "**As Is**". Except where otherwise expressly set forth in this Agreement to the contrary, Purchaser hereby understands and agrees that Purchaser is purchasing the Property in its "as is" condition with no warranties except as set forth herein.
16. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered (a) upon receipt, if delivered by facsimile and followed up by regular mail, (b) upon receipt or first refusal, if hand delivered to the front office, (c) upon receipt or first refusal, if delivered by a national overnight air courier service such as FedEx or UPS Next Day Air, or (d) upon receipt or first refusal thereof, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Seller: C/O Gary Kubic, County Administrator  
P.O. Drawer 1228  
Beaufort, SC 29901  

With Copy to: Beaufort County Staff Attorney  
P.O. Drawer 1228  
Beaufort, SC 29901  

Purchaser:  
____________________________________________________________  
____________________________________________________________  
____________________________________________________________  

Any party shall have the right from time to time to change the address to which notice to it shall be sent by giving to the other party or parties at least five (5) days prior notice of the change of address.

17. Assignment. This Agreement may not be transferred or assigned in whole or in part by Purchaser without the prior written consent of the Seller which may be withheld or denied in its sole and absolute discretion.

18. Miscellaneous.

(a) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

(b) Counterparts; Execution by Facsimile. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or telexcopy shall be treated as an original document. The signature of any party thereon shall be considered an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile or telexcopy document shall be re-executed by the parties in original form. No party hereto may raise the use of a facsimile machine or telexcopy or the fact that any signature was transmitted through the use of a facsimile or telexcopy machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this subparagraph.
(c) **Binding; Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) **Survival of Warranties.** Except as otherwise specifically 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 Seller and Purchaser in this Agreement shall merge into the deed and other instruments executed at Closing.

(e) **Waiver.** Failure by Purchaser or Seller to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.

(f) **Governing; Law.** This Agreement shall be governed by and construed under the laws of the State of South Carolina.

(g) **Time of Essence.** TIME IS OF THE ESSENCE IN THIS AGREEMENT; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(h) **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

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

(j) **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.

(k) **Records.** Purchaser shall not file this Agreement or any memorandum hereof in any public records.

(l) **Termination of Agreement.** In the event this Agreement is terminated for any reason under the terms of this Agreement, the parties shall have no further right and shall be released from all further obligation hereunder, except for any obligations that expressly state that they will survive any termination hereof all of which shall survive any such termination. If Purchaser terminates this Agreement or fails to purchase the Property for any reason, Purchaser shall return to Seller those items which Seller submitted to Purchaser for Purchaser's review.

(m) **Construction.** As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision.
(n) **Schedules, Etc.** All exhibits and schedules annexed hereto are expressly made a part of this Agreement as though fully set forth herein, and all references to this Agreement or in any such exhibits or schedules shall refer to and include all such exhibits and schedules.

(o) **Due Execution.** Seller and Purchaser each represents and warrants to the other that the execution and delivery of this Agreement; the sale of the Property by Seller; and the purchase of the Property by Purchaser have been duly authorized by all required actions and that the party signing this Agreement on behalf of Seller and Purchaser is duly authorized to do so.

(p) **No Agency or Joint Venture.** This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, special confidential relationship or employer-employee relationship or as establishing any fiduciary obligations between Seller and Purchaser.

(q) **Patriot Act Compliance.** Purchaser represents that neither Purchaser nor any of Purchaser’s affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with whom U. S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threten to Commit, or Support Terrorism), or other governmental action and is not and will not assign this contract to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. Any assignee of this contract is deemed to make this representation upon acceptance of an assignment of this contract. Purchaser's primary business address is as shown in Section 16 above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date first written above.

SELLER:

BEAUFORT COUNTY

By: ________________________________
It's: ________________________________

PURCHASER:

By: ________________________________
It's: ________________________________
Exhibit C-Federal Courthouse Plans and Picture