



## **INVITATION FOR BIDS - SALE of REAL PROPERTY**

**FOR SALE:** 30 acres – South McDuffie Street Extension

**SOLICITATION #:** 5951-19/20

**DEADLINE TO RECEIVE BIDS:** **November 20, 2019 @ 11:00 a.m.**

**SUBMIT BIDS TO:** Pamela G. Hassan, CPPO, CPPB  
Director of Purchasing & Warehouse Services  
Anderson County School District Five  
PO Box 439 (29622)  
400 Pearman Dairy Road  
Anderson, SC 29625  
(864) 260-5015

### **SCOPE**

Anderson County School District Five, hereafter referred to as the “District”, is accepting sealed bids for the sale of Real Property in accordance with the requirements of this solicitation. **Items will be sold on an “as is/where is” basis.**

We look forward to receiving your bid.

Regards,

Pamela G. Hassan, MHRD, CPPO, CPPB  
Director of Purchasing & Warehouse Services  
864-260-5000 x10143

**DISTRICT EMPLOYEES (& RELATIVES) ARE ELIGIBLE TO BID**

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Anderson School District Five, ("Agent") is the owner and seller of this property ("Property") as described herein. Attached you will find information relative to this Property. The following terms and conditions govern and apply to this Invitation to Bid for the Sale of Real Estate.

1. **PLEASE INITIAL AND RETURN ALL PAGES OF THIS BID PACKAGE WITH YOUR SUBMISSION.**
2. The Bidder shall assume full responsibility for timely delivery of bids to the location designated for receipt of bids.
3. **Sealed bids will be received at any time prior to 11:00 a.m., November 20, 2019 and must be submitted on the Bid Form attached. The outside of the envelope shall be marked, "SEALED BID #5951-19/20" in the lower right corner. All hand delivered or mailed bids should be addressed to:**

**Anderson School District Five  
ATTN: Procurement Services  
400 Pearman Dairy Road (PO Box 439)  
Anderson SC 29625 (29622)**

Bids will be time and date stamped. Bids that do not conform to the above requirements could be overlooked or routed incorrectly which could result in the bid not being received in Procurement Services by the established deadline, thus rejected.

4. **The opening of bids shall take place at 11:00 a.m., November 20, 2019 in Procurement Services, located at the address above. Attendance at the opening is not required and will not affect the outcome.**
5. ALL BIDS ARE TO BE NET TO ANDERSON SCHOOL DISTRICT FIVE.
6. Anderson School District Five may accept bids subject to contingencies; however, in its sole discretion, Anderson School District Five reserves the right to discount the value of a bid due to the number and impact of any contingencies incorporated within the bid. Neither Agent nor Seller shall be required to assist any prospective bidder with the procurement of satisfaction of any contingencies contained within a bid.
7. Anderson School District Five 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 Anderson School District Five to be germane in considering any bid.
8. ANDERSON SCHOOL DISTRICT FIVE 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 Anderson School District Five. The successful bidder will be determined by Seller.
9. Anderson School District Five will deliver the Property to the purchaser in "as is" condition by a quitclaim deed. The sale is subject to all rights-of-way, leases, easements, restrictions of record, and other matters affecting title whether recorded or not and to any and all governmental laws and ordinances applicable to the Property.
10. All information contained within this Invitation to Bid is believed to be accurate but is not guaranteed by Anderson School District Five and/or Seller.
11. All interested persons visiting or viewing the Property may do so at their own risk and must assume all risks connected therewith, including but not limited to the obligation to indemnify and hold harmless Anderson School District Five (Seller) from any loss and/or damage it may experience as a result of such visiting or viewing of the Property.

Any additional information desired by a bidder regarding the subject property must be requested in sufficient time to allow for a reply to reach each bidder before the submission of its bid. The response made will be in the form of an amendment to the Invitation and will be furnished to all known, prospective

Bidder's Initials: \_\_\_\_\_

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bidders. For additional information, you may contact Pamela G Hassan, 864-260-5000 x10143. For site visits, please contact Pamela or Dennis Kent at 864-260-5080. .

Bidder's Initials: \_\_\_\_\_

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**BID FORM**

**Bidder:** \_\_\_\_\_

**Bidder's Agent/Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

The undersigned (hereinafter called the "Bidder"), having inspected the real property owned by Anderson School District Five shown on maps of the property, copies of which are attached hereto as **Exhibit A** in reliance upon its examination and inspection, hereby offers to purchase from the Anderson School District Five, hereinafter called the "Seller", the parcel of real property bid upon below. Anderson School District Five reserves the right in its sole discretion to refuse any and all bids.

The subject property consists of approximately 30 acres, with all improvements thereon, located at South McDuffie Street in the City of Anderson, Anderson County, State of South Carolina, and being further described on the tax maps of Anderson County at TMS 1510006005, the "Property").

AMOUNT OF BID: \$ \_\_\_\_\_

**UPON ACCEPTANCE of this bid by Anderson School District Five, the Bidder will be required to execute a Contract for Purchase and Sale of Real Property ("Contract"). Any exceptions to the Contract should be included in the Bidder's bid and will be at Anderson School District Five's discretion as to acceptability.**

The Bidder hereby offers to pay for the Property in the amount bid, upon the following terms and conditions and subject to the Terms and Conditions set forth in the Invitation to Bid and incorporated herein:

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

**Seller is selling the Property in "As-is" condition without any representation regarding the Property's condition, environmental or otherwise.** Prior to Closing, the Bidder shall have the right to enter upon and inspect the Property, subject to the agreement of indemnification as set forth in **Exhibit B**, attached hereto, Buyer may have the sites tested for toxic or other hazardous substances and otherwise make such physical inspections and analysis as the Bidder shall deem necessary or appropriate. As part of bid submission, the Bidder shall sign **Exhibit B** acknowledging that he has had an adequate opportunity to inspect and test the Property to be acquired pursuant to the above inspection and testing provision. The Bidder shall have possession of the Property at Closing.

The Property shall be conveyed by Anderson School District Five to the Bidder at the Closing in **"as is" condition**. Said conveyance shall be by quitclaim deed, subject to all rights-of-way, leases,

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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.

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

All risks of loss prior to Closing shall be borne by Anderson School District Five after which said risks shall be borne by the Bidder. The Bidder shall pay all closing costs, 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 Anderson School District Five as earnest money on the purchase of the Property, a cashier's or certified check made payable to Anderson School District Five, 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 Anderson School District Five. The balance of the purchase price shall be payable by cashier's check or bank check at Closing, subject to price adjustments and prorations as herein provided.

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 Anderson School District Five as damages and Anderson School District Five 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 Anderson School District Five pursuant to the Contract, the Bidder shall be entitled to terminate this bid by written notice to Anderson School District Five and receive a refund of the earnest money, but the Bidder shall otherwise have no further rights against Anderson School District Five.

This bid, the attached Invitation for Bids for the Sale of Real Property and exhibits contain 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 and Anderson School District Five in regard to this bid or to the Property.

**Exhibit "A"** (Various Maps), **Exhibit "B"** (Acknowledgement of Inspection and Testing Opportunity), and **Exhibit "C"** (Property Record Detail) referred to in this Bid are incorporated herein and made a part hereof.

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

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Bidder's Initials: \_\_\_\_\_

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\_\_\_\_\_  
Name of Company (if applicable)

\_\_\_\_\_  
Authorized Official's Typed Name/Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

This solicitation may be amended at any time prior to opening. Should an amendment to the Invitation to Bid be issued, notice will be posted to the District website [anderson5.net](http://anderson5.net). on the webpage for Purchasing & Warehouse Services. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package. The acknowledgment and bid must be received by Procurement Services by the time and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the website for amendments to the Invitation to Bid.

Bidder's Initials: \_\_\_\_\_

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EXHIBIT A  
LOCATION MAP

Anderson County, South Carolina  
Geographic Information Systems

County Home Page (<https://www.aic>)



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EXHIBIT A  
AERIAL MAP (cont'd.)

Anderson County, South Carolina  
Geographic Information Systems

County Home Page (<https://www.ar>)



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EXHIBIT A  
TERRAIN MAP (cont'd.)

Anderson County, South Carolina  
Geographic Information Systems

County Home Page (<https://www.ai>)



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EXHIBIT B

ACKNOWLEDGEMENT OF INSPECTION AND TESTING OPPORTUNITY

This constitutes acknowledgment that pursuant to the provisions of the Invitation to Bid and Bid Form executed by \_\_\_\_\_ (“Bidder”) on \_\_\_\_\_ (*date of Bid Form*), the Bidder has had an adequate opportunity to inspect and test the property located at \_\_\_\_\_ (“Property”). Bidder shall indemnify and hold Anderson School District Five (“Seller”), harmless from any and all liability, damage, expense, claims, liens or judgments, including reasonable attorneys’ fees, resulting from injury to person or damage to property resulting from or arising out of the acts, errors or omissions of Bidder, its agents, contractors, or invitees, upon the Property. Bidder will repair any damages caused by it or its agents, contractors or invitees to said Property at Bidder’s sole cost and expense. Bidder understands and agrees that the Property is being sold in “As-is” condition without any representation regarding the Property’s condition, environmental or otherwise.

Date \_\_\_\_\_

BIDDER

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT C  
PROPERTY RECORD DETAIL**



Main=>Real Property=>Property Search=>Select Record=>Property Detail

Property Record Detail								
<a href="#">View Taxes</a>			<a href="#">View Parcel</a>					
TAXMAP NO.			OLD TAMAP NO.			PARENT TMS NO.		
151-00-06-005-000								
Owner Information								
Current Owner					Previous Owner			
Name	ANDERSON COUNTY SCHOOL DISTRICT FIVE				Name	N/A		
Address	PO BOX 439				Address			
City, State	ANDERSON SC				City, State			
Zip	29622-0000				Zip			
Sales Information								
Date	Book#	Page#	Price	Purchaser				
10/03/1969	16E	00430		ANDERSON COUNTY SCHOOL DISTRICT FIVE				
				N/A				
Property Information								
Subdivision					Tax District	005		
Physical Address					Market Value	105,000		
M/H					Prior Value	51,750		
					Tax Value	59,513		
					Exempt	7		
Legal Description								
Legal Desc 1	CP 072/00230							
Legal Desc 2	D 00000F 00000 PP 000/00000							
Legal Desc 3	BECKMAN DR/S MCDUFFIE ST 30.00							
Assessment Totals								
YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC
2019	30.00		6300			6300	C	
2018	30.00		6300			6300	C	
2017	30.00		6300			6300	C	
2016	30.00		5400			5400	C	

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