

City of Isle of Palms, South Carolina
Request for Bids (RFB) 2018-07
Five (5) 2019 Ford Police Interceptor All Wheel Drive SUV

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for five (5) 2019 Police Ford Interceptor All Wheel Drive Sports Utility Vehicles.

The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

I. Bid Requirements

Bids should be submitted to the following:

Desirée Fragoso
Interim City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Submission: The deadline for submission is **10:00 a.m. Eastern Time on Thursday, December 20, 2018**. Bids must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked "RFB 2018-07 2019 Police Ford Interceptor SUVs" and include one (1) hard copy and one electronic copy in PDF format. It will be the responsibility of the bidders to verify and confirm receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Firms considering submission under this RFB must be able to meet all terms and will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any

documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

II. Product Specifications

2019 Ford Police Interceptor Sports Utility Vehicle – All Wheel Drive

A. Standard Equipment

- 3.7L V-6 Engine
- Automatic Transmission
- All Wheel Drive
- A/C
- AM/FM Radio
- Remote Keyless Entry
- Cruise Control
- Power Steering
- Power Brakes
- Power Windows and Door Locks
- Cloth Front Bucket Seats w/ Vinyl Rear Bench Seat
- Vinyl Floor Covering
- Driver's Side Spot Light

B. Additional Factory Options

- Rearview Camera – Camera in Center Stack
- 60A – Pre-Wiring for Grill Lamp, Siren, and Speaker
- 76R – Reverse Sensing System
- 86P – Front Headlamp / Police Interceptor Housing Only
- 17T -Dome Lamp Red/White in Cargo Area
- 86T – Tail Lamp / Police Interceptor Housing Only
- 53M – SYNC Basic – Hands Free Voice Activated Communication System
- 43D – Dark Car Feature
- Center Caps In lieu of Full Wheel Covers

C. Color

- Exterior – Oxford White
- Interior – Charcoal Black

D. Warranty

Basic- Distance – 36,000 miles / 36 months

Powertrain – Distance – 100,000 miles / 60 months

Corrosion Perforation – Distance – Unlimited Miles / 60 months

Roadside Assistance – Distance – 60,000 / 60 months

thereto (together the "Contract Documents").

1.2 Purchase Price. The purchase price for the Vehicles is exactly _____ and ___/100 (\$_____) Dollars, payable as set forth in Section 2 of this Agreement.

2. Payment of Purchase Price; Payment and Performance Bond.

2.1 Payment of the Purchase Price. The entire purchase price for the Vehicles shall be paid by City to Seller in full in cash upon delivery and acceptance of the Vehicles by City.

2.2 Payment and Performance Bond. Seller agrees to provide, at Seller's expense, payment and performance bonds, which shall be satisfactory to City, in an amount equal to the purchase price.

3. Risk of Loss; Insurance.

3.1 Risk of Loss. The risk of loss to the Vehicles shall remain with the Seller until the delivery and acceptance of the Vehicles by City. In the event of any loss prior to delivery and acceptance of the Vehicles by City which destroys or substantially damages the Vehicles, City has the option of terminating this Agreement without further liability or obligation or extending the delivery date for Seller's delivery of new replacement vehicles.

3.2 Insurance. Seller agrees to purchase and maintain insurance for the Vehicles, which shall be satisfactory to City, at all times until the delivery and acceptance of the Vehicles by City.

4. Representations and Warranties of Seller. The Seller represents and warrants to City, which representations and warranties shall be true and correct at the time of delivery and acceptance of the Vehicles by City, as follows:

4.1 Organization, Power and Good Standing. That Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of _____ with all requisite power and authority to own its properties and engage in the business in which it is currently engaged. Seller is not in violation of any terms of its Articles of Incorporation or Bylaws.

4.2 Powers and Authority Relative to Sale of Purchased Assets. That Seller has the

full right, power and authority, and has taken all required action necessary to permit it to execute and deliver this Agreement and to perform all of the obligations contained herein (including the assignment, transfer, and conveyance of the Vehicles), and to execute, deliver, and perform all of the obligations contained in all other instruments or agreements required hereby or incident or collateral hereto, and none of such actions constitutes a default under or will result in any breach of any existing agreement applicable to Seller or by which Seller or the Vehicles may be bound, or will result in the imposition of any lien, encumbrance, charge or claim against any of the Purchased Assets.

4.3 Valid and Binding Obligation. That this Agreement constitutes, and each other agreement to be executed and delivered by Seller in accordance herewith will constitute, the valid and legally binding obligation of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other general laws affecting the rights and remedies of creditors and except that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

4.4 Title to Vehicles: Absence of Liens and Encumbrances. That Seller will deliver to City a good and marketable title to the Vehicles, free and clear of all liens, charges or other encumbrances.

4.5 Condition of Vehicles. That the Vehicles will be built according to the City's Specifications. The Vehicles will be delivered to City in new and good operating condition as of the time of delivery and acceptance by City. All parts will be new. All other express warranties regarding the condition and operation of the Vehicles and its components are set forth in City's Specifications and are given by Seller to City as fully and completely as if all of such warranties were set forth verbatim in this Agreement.

4.6 Necessary Information and Documentation. That Seller will provide to City all information and documentation which is necessary for City to operate the Vehicles. Seller agrees to provide the City a bill of sale, manufacturer's certificate of origin and any other documents

required in order for the City to obtain a certificate of title to the Vehicles from the State of South Carolina.

4.7 Compliance with Laws. That the Vehicles will be manufactured in compliance with all applicable federal laws.

4.8 Patent and Other Intellectual Property Rights. That Seller warrants that it has the legal right to the use of all patents or other intellectual property rights which Seller or any component manufacturers utilize in connection with the manufacturing of the Vehicles.

5. Survival of Representations and Warranties. The representations and warranties of Seller contained in this Agreement or in any other document delivered in connection herewith shall survive the delivery of the Vehicles for such periods as are set forth in City's Specifications.

6. Permits, Fees and Licenses. Seller agrees to apply for, obtain and pay for all necessary permits, fees, licenses and inspections by governmental agencies, including, but not limited to, a City of Isle of Palms business license.

7. Controlling Law. This Agreement is governed by and shall be construed in accordance with the law of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

8. Notices. All notices to a party hereunder shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, Interim City
Address: Administrator
1207 Palm Blvd., Isle of Palms, SC 29451

Seller:

Representative:
Address:

(or such other address as Seller may hereafter designate in writing to City.)

9. Miscellaneous Provisions.

9.1 Section Headings. The headings of sections or paragraphs used in this Agreement have been inserted for convenience only and shall not control, limit, restrict or affect the meaning or construction of any provision of this Agreement.

9.2 Amendments and Waivers. This Agreement may be modified or amended only by a writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

9.3 Binding Affect and Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; provided, however, that this Agreement may not be assigned, or performance of the duties hereunder delegated by Seller without the express written consent of City.

9.4 Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be

enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

9.5 Multiple Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts shall be construed together and constitute the same Agreement.

9.6 Entire Agreement.

9.7 This Agreement contains the entire agreement between the Seller and City with respect to the purchase and sale described herein and related transactions and supersedes all prior arrangements or understandings with respect thereto.

IN WITNESS WHEREOF, the City and Seller have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

(As to Seller)

[Seller]
By: _____
Its: _____

City of Isle of Palms, SC

(As to City)

By: _____
Its: _____