

Request for Bids (RFB) 2018-02
Recumbents
City of Isle of Palms, South Carolina

In compliance with the City of Isle of Palms procurement ordinances, the City is requesting bids on two (2) 2013, Precor recumbent cycles .

The Recumbent #1 and/or Recumbent #2 are being sold separately and strictly in “as is – where is” condition. Seller makes no warranties or representations to Buyer whatsoever, either expressed or implied, regarding the condition of the recumbent pedals, electronics, keypads or any other parts or their fitness for any particular use or purpose. Interested bidders should contact Norma Jean Page at (843) 886-8294 for additional details and an appointment to view the recumbents.

Bids should be clearly marked with the bidder’s name and address and labeled “Isle of Palms RFB 2018-2 Recumbent Bid.” Bids must be received in Isle of Palms City Hall, 1207 Palm Boulevard, Post Office Box 508, Isle of Palms, SC, 29451 before 10:00AM, local time, on Friday, June 22, 2018 when they will be opened and read aloud. Bids must be accompanied by a bid deposit in the form of a bank certified check in the amount of five percent (5%) of the bid. Deposits will be returned to unsuccessful bidders. The deposit of the successful bidder may be applied to the purchase price.

By submitting a bid, bidders attest that they have read the “Purchase Agreement” that is included in this Request for Bids and are prepared to execute these documents should they be the successful bidder.

No bid shall be considered which is not actually received by the City at the place, date and time appointed 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 delivering bids. The City reserves the right to reject any and all bids and to waive irregularities.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (included 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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____
2018, by and between The City of Isle of Palms, a South Carolina Municipal Corporation
("Seller"), and _____, an _____ ("Buyer").

IN CONSIDERATION OF the mutual terms, covenants and conditions set forth herein,
the parties hereto do hereby agree as follows:

1. Seller agrees that at the closing hereinafter mentioned, Seller shall sell and transfer to
Buyer, for the consideration hereafter provided, a Precor RBK 615 recumbent cycle #_____,
free and clear of any liens or encumbrances. Buyer agrees to purchase the recumbent and in full
consideration therefore, Buyer agrees to pay the Seller the total purchase price of (\$_____))
Dollars, payable in full at closing by bank cashier's check or wired funds.

2. The closing of the sale shall occur in Isle of Palms City Hall on Tuesday, June ____
2018. At the closing, Seller agrees to deliver to Buyer a bill of sale, duly endorsed
over to Buyer.

3. Upon delivery of the treadmill, Buyer agrees to pay to Seller the entire purchase price
in the manner set forth in Section 1.

4. THE RECUMBENT #_____ IS BEING SOLD STRICTLY IN "AS IS – WHERE
IS" CONDITION. SELLER MAKES NO WARRANTIES OR
REPRESENTATIONS TO BUYER WHATSOEVER, EITHER EXPRESSED OR
IMPLIED, REGARDING THE CONDITION OF THE RECUMBENT,
EQUIPMENT OR OTHER APPURTENANT PARTS OR SYSTEMS, OR THEIR
FITNESS FOR ANY PARTICULAR USE OR PURPOSE, EXCEPT FOR THE

FOLLOWING WARRANTY OF TITLE: Seller hereby warrants to Buyer that Seller is the sole owner of the recumbent, with full right, power and authority to sell the same, and has and shall convey to Buyer at closing a good and marketable bill of sale free and clear of any and all liens or encumbrances.

5. Seller and Buyer shall each pay their respective expenses (including without limitation the fees and expenses of their agents, representatives, counsel and accountants) incidental to the preparation or performance of this agreement.

6. All sale and use taxes, excise taxes, or any other transfer tax levied or assessed by any taxing authority as result of the sale of the recumbent shall be paid by the Buyer at closing.

7. This Agreement is being delivered and is intended to be performed in the State of South Carolina shall be construed and enforced in accordance with the laws of such state.

8. This Agreement may be modified or amended only by a written instrument 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement contains the entire agreement between the parties regarding the purchase and sale described herein and superseded any and all prior contemporaneous agreements, arrangements or understandings between the parties with respect thereto.

11. In the event that either party commence litigation to enforce their rights under this Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all reasonable attorney's fees and costs incurred in such action through all trial and appellate levels.

12. All provisions contained in this Agreement shall survive the closing of the purchase and sale hereunder and the same shall remain binding upon the parties hereto and their respective successors and assigns.

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

WITNESS:

Witness #1 as to Seller

Witness #2 as to Seller

Witness #1 as to Buyer

Witness #2 as to Buyer

City of Isle of Palms, Seller

By: _____

Title: _____

_____, Buyer

By: _____

Title: _____