

Request for Bids 2016-06
Sale of Surplus Property
2000 Mack MR 6885 Pak-Mar 30 Yds.
City of Isle of Palms, South Carolina

In compliance with the City of Isle of Palms procurement ordinances, the City is requesting bids on one (1) 2000 Mack MR 6885 Pak-Mar 30 yds. The mileage is approximately 163,024 miles. Interested bidders are strongly encouraged to contact Donnie Pitts, Director of Public Works, at dpitts@iop.net or 843-886-886-8956, to arrange a time to view the vehicle.

The 2000 Mack MR 6885 Pak-Mar 30 yds. 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 2000 Mack MR 6885, its equipment, its engine or other appurtenant parts or systems, or their fitness for any particular use or purpose. The 2000 Mack MR 6885 Pak-Mar 30 yds. will not be delivered. The successful bidder will be expected to pick up the 2000 Mack MR 6885 Pak-Mar 30 yds. from the City of Isle of Palms Public Works Department at 1303 Palm Boulevard.

Bids should be clearly marked with the bidder’s name and address and labeled “RFB 2016-06 Isle of Palms 2000 Mack MR 6885 Pak-Mar 30 yds. Bid.” Bids must be received in Isle of Palms City Hall, 1207 Palm Boulevard, Post Office Box 508, Isle of Palms, SC, 29451 by 10:00AM, local time, on Thursday, June 30, 2016 when they will be opened and publically 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. 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 _____
2016, 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, 2000 Mack MR 6885 Pak-Mar 30 yds (the
"Truck"), free and clear of any liens or encumbrances. Buyer agrees to purchase the Truck and
in full consideration therefor, 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 _____ on _____. At the
closing, Seller agrees to deliver to Buyer a bill of sale and the original certificate of title, duly
endorsed over to Buyer.

3. Upon delivery of the Truck, the bill of sale and the original certificate of title,
Buyer agrees to pay to Seller the entire purchase price in the manner set forth in Section 1.

4. THE TRUCK 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 WAVE RUNNER, ITS ENGINE, 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 Truck, with full right, power and authority to sell the same, and has and shall convey to Buyer at closing a good and marketable title to the Truck, 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 Truck 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: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

BILL OF SALE

THIS BILL OF SALE is executed and delivered as of this ____ day of _____, 2016 by and between The City of Isle of Palms, a South Carolina Municipal Corporation (“Seller”), in favor of _____, an _____ (“Buyer”).

WHEREAS, Seller and Buyer entered into that certain Purchase Agreement dated _____, under the terms and conditions of which Seller has agreed to sell and transfer to Buyer one (1) 2000 Mack MR 6885 Pak-Mar 30 yds, VIN Number _____.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that Seller, for in consideration of the sums set forth in the Purchase Agreement referred to herein above, and therefore for value received, has bargained, sold and released, and by these presents does bargain, sell and deliver to the said Buyer, its successors and assigns, one (1) 2000 Mack MR 6885 Pak-Mar 30 yards, VIN Number _____.

TO HAVE AND TO HOLD said property described herein unto Buyer, its successors and assigns, to and for its use forever and Seller hereby warrants and shall forever defend the same generally and as free of all liens and encumbrances against any person whomsoever claiming the same or any part thereof.

Seller states that the odometer now _____ miles and to the best of Seller’s knowledge that it reflects the ACTUAL MILES of the vehicle described herein.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS THEREOF, the undersigned, by and through its undersigned officer, has hereunto set his or her hand and seal as of the day and year first above written.

City of Isle of Palms, S.C.

By: _____

Title: _____

SWORN to and Subscribed before me
this __ day of _____, 2016

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____