

Request for Bids - RFB 2016-05
Sale of Surplus Property
Radio Dispatch Console
City of Isle of Palms, SC

In compliance with the City of Isle of Palms procurement ordinances, the City is requesting bids on two (2) Motorola Solutions MCC 5500 Dispatch Console Operator Position with Dispatch Application Software. This is a modular workstation that provides fully functional dispatch capabilities for radio systems.

Specifications of the dispatch console are listed below:

- Computer tower
- Keyboard
- Microphone
- Speakers
- Monitor
- Console Audio Box
- Foot Pedal
- Mouse
- Cables

The dispatch console 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 boat, its equipment, its engine or other appurtenant parts or systems, or their fitness for any particular use or purpose. Interested bidders should contact Captain Kim Usry at 843-886-6522 for additional details.

Bids should be clearly marked with the bidder’s name and address and labeled “Isle of Palms RFB 2016-05 Sale of Surplus Property.” Bids must be received in Isle of Palms City Hall, 1207 Palm Boulevard, Post Office Box 508, Isle of Palms, SC, 29451 before 10:00 a.m., local time, on Monday, June 27, 2016 when they will be opened and publically read aloud. 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.

By submitting a bid, bidders attest that they have read the “Purchase Agreement” and “Bill of Sale” that are 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)

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 two (2) Motorola Solutions MCC 5500 Dispatch Console Operator Position with Dispatch Application Software.

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, two (2) Motorola Solutions MCC 5500 Dispatch Console Operator Position with Dispatch Application Software

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.

(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: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____
2012, 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, two (2) Motorola Solutions MCC 5500 Dispatch
Console Operator Position with Dispatch Application Software (the "Radio Dispatch Console"),
free and clear of any liens or encumbrances. Buyer agrees to purchase the Radio Dispatch
Console 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 Radio Dispatch Console, 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 RADIO, DISPATCH AND CONSOLE ARE 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 RADIO, DISPATCH AND CONSOLE 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 Radio Dispatch Console, 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 Radio Dispatch Console, 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 Radio Dispatch Console 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: _____