

WARREN COUNTY



**Request for Bids
For
Vehicle - Model Year 2010**

General Purchase Descriptions. Warren County, NC will accept bids for the purchase of:

Sheriff's Office: 9 - 2010 Ford Crown Victoria Vehicles (or equivalent)

Social Services: 1 - 2010 Ford Edge SE (or equivalent)

Bids should be submitted on cash purchase price basis by the vendor, as lease-purchase financing will be secured through a separate procedure.

A. Acceptance of Bids.

Acceptance of any bid submitted is contingent upon Warren County obtaining lease-purchase financing that conforms to the requirements of Section 160A-20 of the North Carolina General Statutes and is satisfactory to Warren County for the purchase of the vehicles described. Award of bids will be made on the basis of low bidder (unless circumstances warrant otherwise). Warren County reserves the right, notwithstanding its acceptance of any bid, to inspect and test the vehicles as contained in Section G.

B. Contract Between Warren County and Successful Bidder.

The contract between Warren County and the successful bidder shall consist of:

- (a) the request for bids, including specifications;
- (b) successful bidder's bid, as accepted by Warren County;
- (c) a certified copy of the minutes of the Warren County Board of Commissioners' meeting recording official acceptance of the successful bidder's bid; and
- (d) the agreement executed by Warren County and successful bidder. The Contract shall be incorporated by reference as an appendix of an Agreement between Warren County and the firm selected to supply lease-purchasing services. The Agreement between Warren County and the successful bidder concerning the subject matter of those understanding, or agreements, whether oral or written.

C. Securing of Finance.

Lease-purchase financing will be secured through a separate procedure. Only cash purchase price bids should be submitted in response to this Request for Bids.

D. Assignment of Rights and Transfer of Title; Agreement Between Successful Bidder and Lessor.

By submitted bid, each bidder agrees that if it is selected to supply the vehicles it will do the following things;

- (a) It will assign to Lessor its right to sell the vehicle to Warren County;
- (b) It will transfer title to the vehicles to Lessor in exchange for the payment to the bidder by Lessor for the cash purchase price of the vehicles.

- (c) It will execute with Lessor a Lessor Vendor Contract, containing provisions dealing with the assignment of its right to sell and the transfer of title, with enforcement of warranties, and with other matters. The Lessor-Vendor Contract will be incorporated by reference as an appendix of the Vehicle Lease-Purchase and Security Agreement.

The assignment and transfer of title will take place on the Closing Date, to be set as specified in the vehicles Lease-Purchase and Security Agreement. When the assignment and transfer are made, the successful vehicle bidder and Lessor will be required to execute an Assignment of Right to sell and Transfer of Title document. The Assignment of Right to Sell and Transfer of Title document will be incorporated by reference as an appendix of the vehicle Lease-Purchase and security Agreement.

E. Warranties:

- (a) Generally. By submitting a bid, each bidder agrees that all express or implied warranties concerning the vehicle that it makes to the buyer of the vehicle are made for the benefit of and can be enforced by Warren County regardless of any assignments or transfers of title made by the bidder, and regardless of privity of contract considerations.

- (b) Warranties of Good Title and Legality. By submitting a bid, each bidder warrants and represents to Warren County that it has free and unencumbered title to the vehicles, that it has the right to sell the vehicle, and that it will convey title to the vehicles to Lessor on the Closing Date free and clear of any liens and claims whatsoever, including but not limited to creditor claims and claims based on patent or copyright infringement. Each bidder further warrants and represents to Warren County that the manufacture of the vehicles and bidder's assignment of rights and transfer of title to the vehicles on the Closing Date violate no applicable laws of the United States, of any state, or of any political subdivision of any state, including but not limited to the patent and copyright laws of the United States.

- (c) Warranties Concerning the condition and Operation of the Vehicle. Each bidder shall specify in its bid the warranties that it makes concerning the vehicles, including its condition and operation.

F. Delivery and Installation of the Vehicles.

- (a) Generally. The vehicle(s) shall be delivered to Warren County on or before the date specified in this section. Delivery shall be made to the location and person specified, and notice of the expected delivery time shall be given in the manner specified. Delivery shall be in one lot and shall be accomplished in accordance with any special requirements specified in this section or elsewhere in this Request for Bids. The vehicle as delivered shall conform in all respects to the requirements and description of this Request for Bids.

Installation of the vehicle shall be completed on or before the date specified in this section. Installation shall be accomplished in accordance with any section requirements contained in this section or elsewhere in the Request for Bids.

- (b) Specific Delivery and Service Requirements. Delivery shall be made no later than ninety (90) days after the execution date of an agreement between Warren County and the successful bidder. Delivery shall be made to Warrenton, NC, and the County Manager of Warren County shall be the person to whom delivery will be made.

Bid prices are to include complete service prior to delivery as follows:

1. Complete lubrication.
2. Checking all fluid levels to insure they are filled to manufacturer's recommended capacity. (Crankcase, differential, battery, radiator, power steering, transmission, etc.)
3. A full tank of gasoline at time of delivery.
4. Adjustment of engine to proper operating condition.
5. Inflating tires to correct pressure.
6. Careful check to insure perfect operation of all mechanical and electrical features.
7. Careful check to insure there are no appearance defects.
8. Thorough cleaning, washing if necessary, of all vehicles and removal of all unnecessary tags, stickers, paper, etc.
9. The State of North Carolina Motor Vehicles Inspection Sticker or other appropriate documentation as required by law.

G. Inspection and Testing of Vehicles.

Warren County shall have the right to inspect the vehicles when delivered in order to insure that it conforms in all respects to the description and other requirements of this Request for Bids. Warren County shall also have the right to test each vehicle in order to insure that it conforms in all respects to the requirements of this Request for Bids.

H. Acceptance, Rejection or Request for Corrections in the Vehicles

(a) Acceptance of the vehicle(s). If Warren County determines that the vehicle(s) complies with the requirements of this Request for Bids, it shall send written notice to the successful bidder and to the Lessor that it is prepared to execute a Certificate of Acceptance and close the transaction. Such notice shall be sent to the successful bidder's address as specified in that bidder's bid, in accordance with the requirements of Section M of this Request for Bids. The Closing Date, the time and place of closing, and the closing events shall be determined and the closing shall take place in accordance with the provisions of the Vehicle Lease-Purchase and Security Agreement.

(b) Rejection or Request for Corrections in the Vehicles. If Warren County determines that any part of the vehicle fails in any detail to comply with the description or other requirements of this Request for Bids, or to perform in accordance with Warren County's expectations or requirements, Warren County shall, at its option (1) reject the equipment, cancel the Contract between Warren County and the successful bidder, and require the successful bidder to remove the equipment from Warren County's premises, or (2) arrange with the successful bidder for correction at the bidder's expense and to Warren County of the non-conformities or defects.

If Warren County rejects the vehicles, it shall send written notice of this fact to Lessor and to the successful bidder. Such notice shall be sent to the successful bidder's address as specified in that bidder's bid, in accordance with the requirements of Section M of this Request for Bids.

If the successful bidder completes the corrections to Warren County's satisfaction within the prescribed time, Warren County shall send notice of acceptance to the successful bidder and to Lessor in accordance with Section H, "Acceptance of the Vehicles" above.

(c) **Warren County's Relationship with the Successful Bidder Following Rejection of the Vehicles.** If Warren County rejects the vehicles, it shall hold them for a reasonable time for removal by the successful bidder. Rejection shall absolve Warren County of all liability to the successful bidder, and shall absolve Lessor of its obligation to purchase the vehicles from the successful bidder. If Warren County rejects the vehicles, Warren County may (1) procure replacement vehicle from other sources and hold the successful bidder liable for any extra cost incurred, (2) take action pursuant to the provisions of any applicable bond provided by the successful bidder, and (3) pursue any other available remedies.

I. Risk of Loss. All risk of loss to the vehicles shall remain with the successful bidder until title to the vehicles passes to Warren County on the Closing Date. After title passes to Warren County, Warren County shall bear all risk of loss of the vehicles.

J. Taxes. Each bid submitted shall state separately the amount of North Carolina sales and use taxes and federal excise taxes, if any, to be paid by Warren County if that bid is accepted and the transaction is completed. Such taxes will be separately invoiced to Warren County by Lessor in accordance with the provisions of the Vehicle Lease-Purchase and Security Agreement and the Lessor-Vendor Contract and if so invoice shall be paid by Lessee at the time of closing in accordance with the provisions of the Vehicle Lease-Purchase and Security Agreement. The successful bidder shall be responsible for paying all tax obligations on the vehicles, other than such separately stated and invoiced taxes that arise before the Lease Term begins on the Closing Date.

K. Indemnification. The successful bidder shall hold Warren County harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorney's fees, that (a) arise out of, are connected with, or result directly or indirectly from the successful bidder's failure to perform any of its obligations under this Request for Bids; or (b) are a result of a breach of any of the successful bidder's warranties. The indemnification responsibilities created by this section shall survive and be enforceable after the Contract between Warren County and the successful bidder terminates or expires, and they shall be terminated only by written agreement of the successful bidder and Warren County.

L. Default and Remedies

(a) **Generally.** Warren County or the successful bidder shall be deemed to be in default with respect to a provision of the Request for Bids or of another part of the Contract between Warren County and the successful bidder if it breaches the requirements of that provision. If a default occurs, the non-defaulting party shall have only those remedies specified in Section 12(b). That party may, to the extent that such remedies are not mutually exclusive, pursue them simultaneously or sequentially.

(b) **Remedies Upon Default.** If one party defaults, the other party may:

(i) Pursue any applicable remedies that are provided to it elsewhere in this Request for Bids or in another part of the Contract between Warren County and the successful bidder.

(ii) Proceed by appropriate court action to secure obligation with respect to which there has been a default.

(iii) Proceed by appropriate court action to secure money damages as compensation for the loss caused by the default.

- (iv) Terminate the Contract between Warren County and the successful bidder.
- (v) If the party seeking a remedy is Warren County, proceed by appropriate court action to secure indemnification in those cases in which indemnification is allowed.

M. Notices.

Any notices required or permitted to be given by or to Warren County the successful bidder or Lessor under the terms of this Request for Bids shall be in writing, unless otherwise specified.

Notice shall be sent by mailing the notice by registered or certified United States mail, return receipt requested, to the party entitled to receive the notice. Notice shall be sent to Warren County at the following address:

Linda T. Worth, Warren County Manager
105 S. Front Street, Post Office Box 619
Warrenton, North Carolina 27589
(252) 257-3115 office, (252) 257-5971 fax
E-mail: adunlap@co.warren.nc.us

Each bidder shall specify in its bid(s) an address for mailing of notices.

N. Miscellaneous Provisions

(a) **Governing Law and Forum.** The Contract between Warren County and the successful bidder shall be governed by and construed in accordance with the laws of the State of North Carolina. All actions relating in any way to the contract shall be brought in the General Court of Justice of the State of North Carolina or in the federal district court for the district in which County is located.

(b) **Amendments and Modifications of the Contract: Waiver of the Contract's Terms.** The Contract between Warren County and the successful bidder shall not be amended or modified, nor shall any of its terms be waived, except in writing executed by the party against whom enforcement of the amendment, modification, or waiver is sought.

(c) **Binding Effect on Successors and Assigns.** The Contract between Warren County and the successful bidder shall be binding on and shall insure for the benefit of those parties and their respective successors and assigns.

(d) **Construction of Terms.** Singular or plural references in this Request for bids shall be deemed to refer to the singular, the plural, or both, as the context requires.

(e) **Headings.** All headings appearing after section and subsection numbers and letters in this Request for Bids are included for convenience only and shall not affect how the provisions of the Request for Bids are construed.

(f) **Provisions of the Request for Bids Relating to Time.** Time is of the essence of this Request for Bids and each of its provisions.

O. Inconsistencies.

If there are irreconcilable inconsistencies between this Request for Bids and the bid submitted by the successful bidder, the language of this Request for Bids shall control. If there are irreconcilable

inconsistencies between either this Request for Bids or the bid of the successful bidder and any subsequent agreement between Warren County and the successful bidder that is part of the Contract between Warren County and the successful bidder, the language of the subsequent agreement shall control. Irreconcilable inconsistencies between the Contract between Warren County and the successful bidder and other provisions of the Vehicle Lease-Purchase and Security Agreement shall be resolved as provided in that Agreement.

P. Vehicle Specifications - Law Enforcement

Nine (9) 2010 Ford Crown Victoria Vehicles (or equivalent)

7 Exterior color - WHITE

1 Exterior color - TO BE SPECIFIED

1 Exterior color - TO BE SPECIFIED

All other standard law enforcement equipment

Q. Vehicle Specifications - Social Services

One (1) 2010 Ford Edge SE (or equivalent)

Exterior color - WHITE

V6 Engine

6 speed automatic transmission

All other standard manufacturer's equipment

BID SUBMISSION. ALL BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE TO THE ADDRESS BELOW ON OR BEFORE THURSDAY, AUGUST 20, 2009 AT 1:00 PM. BIDS WILL BE OPENED, THURSDAY, AUGUST 20, 2009 AT 3:00 PM IN THE COUNTY MANAGER'S OFFICE:

LINDA T. WORTH, WARREN COUNTY MANAGER
105 S. FRONT STREET, POST OFFICE BOX 619
WARRENTON, NC 27589
PHONE: (252) 257-3115
FAX: (252) 257-5971
E-MAIL: ADUNLAP@CO.WARREN.NC.US