



RANDOLPH COUNTY

725 McDowell Road
Asheboro, NC 27205
Tel: (336) 318-6304

Email: lisa.garner@randolphcountync.gov

REQUEST FOR BIDS

Bid# 18-0814

2019 Harley-Davidson Motorcycles FLHTP
for
Randolph County Sheriff's Office

Issued on: Tuesday, August 14, 2018

Due Date: Wednesday, August 22, 2018 at 11:00 A.M. EST

Administered by: Lisa Garner, Purchasing Officer

NOTICE TO VENDORS

Pursuant to General Statutes of North Carolina Section 143-129 as amended, **sealed bids** will be received by the Purchasing Officer for Randolph County from experienced, qualified vendors for the following:

REQUEST FOR BIDS #18-0814 **Four (4) 2019 Harley-Davidson Motorcycles FLHTP**

Proposals will be accepted until **Wednesday, August 22, 2018 at 11:00 A.M. EST** by the Purchasing Department. Proposal may be mailed or brought to the public proposal opening prior to 11:00 A.M. Wednesday, August 22, 2018. Complete specifications and instructions are attached herewith.

Bid documents may be downloaded at <http://www.randolphcountync.gov/Departments/Purchasing-Office/Bids>.

Proposals shall be submitted on the standard forms furnished by the County and shall be submitted in a sealed envelope identifying the bidder's name and the bid number on the face of the envelope.

Submission of any bid signifies the Vendor's agreement that its' bid and the content thereof are valid for 90 days (three months) following the submission deadline and will become part of the contract that is negotiated between Randolph County and the successful vendor. All prices submitted with the proposal shall remain in effect for the 90-day period.

Award of this bid will be contingent upon approval by the Randolph County Board of Commissioners.

Randolph County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. Rather the contract for this project will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.

Sincerely,

Lisa T. Garner

Lisa T. Garner
Purchasing Officer
Randolph County

INVITATION TO BID -- NOT AN ORDER

BID NO. 18-0814

RANDOLPH COUNTY
 PURCHASING
 725 McDOWELL ROAD
 ASHEBORO, NC 27205
 PHONE (336) 318-6304

PLEASE BID ON THIS FORM.

DATE 8-13-18

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 11:00 a.m., August 22, 2018

BID OPENING 11:00 a.m., August 22, 2018

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 30 CALENDAR DAYS.

BID FORM

QTY	UNIT	DESCRIPTION	TOTAL
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Randolph County is requesting bids to purchase
 Harley-Davidson™ Motorcycles with Police
 Tour-Pak.

**SCHEDULE I
 Motorcycle Purchase**

4	Each	2019 or the most current model year Harley-Davidson™ FLHTP Motorcycles per the attached Technical Specification Analysis (pages 4-5)	\$ _____
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FREIGHT/DELIVERY	INCLUDED
FOB Destination: Asheboro, NC 27205	
PARTS & ACCESSORIES	
LABOR	
TAX	

TOTAL: \$ _____

WE (I) WILL DELIVER COMPLETE THE ABOVE UNIT(S) WITHIN ____ DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

Technical – “Specification Analysis”

<u>YES</u>	<u>NO</u>	<u>HARLEY-DAVIDSON™ MOTORCYCLES</u>	<u>Qty per Motor cycle</u>	<u>COMMENTS</u>
___	___	2019 Harley-Davidson FLHTP, Model 1FMC1H-DOM, Black in color	1	
___	___	P/N 54180-10 2019 Harley-Davidson™ Police Tour-Pak for LED’S (Black in color)	1	
___	___	P/N 68000137 Tour-Pak carrier Wiring Harness Adaptor Kit	1	
___	___	P/N 53196-09 Tour-Pak Adaptor Plate	1	
___	___	P/N 65989-97C Auxiliary Battery	1	
___	___	P/N 69940-10 Police Tour-Pak LED/Blue	3	
___	___	P/N 26800128 Cool Flow Fan Kit	1	
___	___	P/N 71400031 FLHTP Blank Switch Button	2	
___	___	P/N 69200173 FLHTP Fairing Left Switch Pak	1	
___	___	P/N 67800449A Brake Light Kit LED	1	
___	___	P/N 69000057 Emergency Response Kit	1	
___	___	Whelen P/N FDFP11BR-Delete Bracket, Blue/Blue	1	
___	___	P/N 90200561 Saddle Bag Guard Rails	1	
___	___	Whelen M08T Windshield Light Array for Electra-Glide	1	
___	___	Whelen MTLIB ION T-Series SOLO Lighthouse for M08T Windshield Light Array (Blue)	5	
___	___	Whelen IONHD3FM Surface Mount for ION Lighthouse	2	
___	___	Whelen IONSV3BC Lighthouse 180 Degree Warning, Take Down and Puddle Light Blue With Chrome Housing	2 2	
___	___	Whelen TIONHDSS Saddle Bag Mounting Kit for 3 ION T-Series Lighthouses	2	
___	___	Whelen IONHDRS Saddle Bag Mounting Kit for 1 ION T-Series Lighthouse	8	

<u>YES</u>	<u>NO</u>	<u>HARLEY-DAVIDSON™ MOTORCYCLES</u>	<u>Qty per Motor cycle</u>	<u>COMMENTS</u>
___	___	Whelen TLIB ION T-Series Blue Lighthouse for use with the TIONHDSS and IONHDRS Saddle Bag Mounting Kits	8	
___	___	Whelen TIONFC Flange, Chrome for use with TLIB ION T-Series lighthoods	8	
___	___	Whelen M2KTHD1 M2 Series License Plate Bracket, Black	2	
___	___	Whelen M2BC Clear Lens Warning Light Blue LED	2	
___	___	Whelen M2FB Flange, Black for use with M2BC Warning light	2	
___	___	P/N 92500058 Screamin' Eagle Milwaukee-Eight Stage II – Power Kit Needs to include these additional parts, Sprocket Retention Kit P/N 2556-6, TC96 Spacer Kit P/N 25928-06, SE Pro Street Tuner P/N 41000008C, Bearing Needle Full Comp. P/N 9298A	1	

Appendix A – EXCEPTION FORM

Section Number	Explanation

Signature

Print Name

Title

Company

Address

Email

Phone

Date

ANTI-COLLUSION AFFIDAVIT
STATE OF NORTH CAROLINA
RANDOLPH COUNTY

_____ being first duly sworn deposes and affirms that:

1. He/She is the _____ of _____ the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Randolph County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Title

Signature

Date

Phone

Email

(SEAL)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, NC. My Commission expires _____

BIDDER'S RESPONSE

Dear Sir:

Please submit bid package to:

**LISA GARNER
PURCHASING OFFICER
RANDOLPH COUNTY
725 McDOWELL ROAD
ASHEBORO, NC 27205**

EMAIL: lisa.garner@randolphcountync.gov

BID NO: 18-0814, Four (4) 2019 Harley-Davidson Motorcycles FLHTP or equivalent per attached technical analysis specifications

COMPANY

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

EMAIL ADDRESS

SIGNATURE

TITLE

INTENT of this RFB

This Request for Bids (RFB) is intended to provide vendors with a common, uniform set of specifications to assist them in the development of their bids and to provide a uniform method for the County to fairly evaluate bids and subsequently select a vendor from which to purchase these motorcycles.

In responding to this RFB, vendors should follow the prescribed format and use the forms included, thus providing the County with data that is easily compared with data submitted by other vendors in order to fairly and objectively evaluate the proposals.

The County assumes no responsibility for conclusions or interpretations derived from the information presented in this RFB, or otherwise distributed or made available during this procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFB or any documents provided by the County other than those given in writing by the County through the issuance of addenda. In no event may a vendor rely on any oral statement by the County or its' agents, advisors or consultants. It is the full responsibility of the vendor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFB and to submit a bid for:

Four (4) 2019 Harley-Davidson Motorcycles with Police Tour-Pak or equivalent

that have been designed, tested and proven to most efficiently meet the needs/requirements of the County.

This RFB is in compliance with the laws of the State of North Carolina.

GENERAL

A. It is the intent and purpose of these specifications to describe Harley-Davidson™ Motorcycles with Police Tour-Pak in sufficient detail to secure bids on comparable equipment. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

B. New and Unused:

All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

C. Best Modern Practices:

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

D. Exceptions:

Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS" (page 6). Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful vendor.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

E. Right to Award:

Randolph County reserves the right to make contract award on all groups of materials listed on the bid form or award based on any group or based on any combinations of groups.

F. Right to Reject/Accept:

Randolph County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the County

and will not necessarily be bound to accept the low bid.

G. Bid Evaluation:

Evaluation of bids shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and vendor's supporting documentation.

H. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

I. Unit Prices/FOB:

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

J. Expansion Clause:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item.

K. Payments:

Vendor is to submit properly completed invoice(s) to the **Randolph County Sheriff's Office, 727 McDowell Road, Asheboro, NC 27205**. To ensure prompt payment, each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

SPECIAL INSTRUCTIONS

A. Due Date:

Bids shall be submitted to Lisa Garner, Purchasing Officer, 725 McDowell Road, Asheboro, NC 27205, by 11:00 A.M. on August 22, 2018, in a sealed envelope labeled Bid No. 18-0814.

FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.

B. Bidder Requirements:

Shall be an authorized Harley-Davidson™ Motorcycle dealership to bid.

Must have an authorized Harley-Davidson™ repair facility and/or provide pick-up and delivery of motorcycles requiring service at no additional charge to the County.

Must have authorized/certified Harley-Davidson™ factory trained repair technicians available. Technicians must be trained and have ability to perform warranty repairs on the Police Tour-Pak.

C. Dealer Authorization:

The Bidder of Harley-Davidson™ motorcycles, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer and service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection

D. Motorcycle Warranty and Support Services:

Bidder shall be a manufacturer, dealer, or an appointed representative of a manufacturer, presently involved in the servicing, manufacturing, and sale of Harley-Davidson™ motorcycles, factory parts and accessories; shall have a traceable record of performance of similar equipment during the three (3) years immediately preceding this bid.

E. Warranty/Pre-delivery:

Each unit shall carry full factory and/or manufacturer's warranty and complete pre-delivery service. Any materials, including but not limited to parts and accessories provided and labor shall carry standard warranty coverage furnished the trade in general. Bidder shall state terms and conditions of guarantee/warranty.

The motorcycle shall be covered bumper to bumper including parts, labor and accessories for a period of 24 months with unlimited mileage. Only items not to be covered under this warranty are wear items such as brake pads and tires. Any portion of the Manufacturer's standard warranty that exceeds the term of two (2) years shall apply to this contract. The Manufacturer's warranty shall not apply to deliberate abuse or vandalism.

All warranty claims and repairs shall be performed by a dealership of choice by the County.

F. Materials/Accessories Responsibility:

The bidder shall be responsible for all materials and workmanship in the construction of the equipment and all accessories used, whether the same are purchased from the manufacturer or a dealer. This provision excludes tires, except insofar as such equipment is damaged by the failure of a part or component for which the contractor is responsible, or except insofar as the damage to such equipment is caused by the contractor during the retro fit or delivery of the equipment.

Parts, accessories, equipment and/or components damaged during transport shall be replaced with new parts, accessories, equipment, and/or components by contractor at no additional cost to the County. Repair of items damaged during transport shall not be acceptable without prior approval from the County.

G. Delivery:

Each bidder is required to list on the proposal and/or Bid form the number of calendar days bidder expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

H. Delivery of Papers:

Licensing Papers: The successful vendor shall deliver all necessary papers required to register the unit with the North Carolina Division of Motor Vehicles as a motor vehicle. This includes a "Manufacturer's Statement of Origin" (MSO). Motorcycle shall be titled to Randolph County, 725 McDowell Road, Asheboro, NC 27205.

Manuals: For each motorcycle delivered, one (1) operator's manual and factory warranty as well as any additional warranties shall be submitted to Jerry Brower at the time the unit is delivered. Also provide in CD or DVD format, if available. The operator's manual shall contain complete operating instructions for the motorcycle unit, accessories and the electrical systems. Failure to provide these manuals shall result in delay of payment.

Warranties: For unit, parts and service and all other warranties.

I. Delivery Acceptance:

Delivery will be accepted by the Randolph County Sheriff's Office, FOB freight prepaid, 727 McDowell Road, Asheboro, NC 27205, between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct County personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

Delivery of the equipment shall be coordinated by contacting Jerry Brower at 336-318-6687 at least one (1) week prior to delivery. Expenditures and/or damages resulting from failure by Vendor to comply with the specified delivery coordination requirements shall be the entire responsibility of the Vendor.

J. Vehicle Acceptance:

The motorcycles shall remain the property of the successful bidder until final acceptance by the County. Upon delivery, the motorcycle shall be thoroughly tested in operation and function of the unit as a whole by a Randolph County Sheriff's Office representative. The County may require the Vendor to have an authorized representative or a mechanic assist the County in these tests. The risk of loss shall remain with the Vendor unless said loss is due to the negligent acts or omissions of the County or its employees and Vendor shall provide adequate temporary protection from road hazards. The successful vendor shall make, at his own expense, any adjustments or alterations that may be required by the County as a result of the operation test. After the motorcycles have passed all operational and functional tests required, and all identified problems have been resolved to the satisfaction of the County, final acceptance by the County will be made.

K. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

L. Technical Specification Analysis:

Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid and the same shall be returned with the vendor's proposal. Failure to do so will be cause for rejection of said proposal.

Vendor shall check "YES" if they do comply 100% with that particular specification, or "NO" if they do not. If "NO" is checked, vendor must explain in the "COMMENTS" column on the right how their specification deviates. Checking "NO" on any item will not necessarily disallow vendors bid. The County shall be the sole judge as to whether an exception is acceptable or not.

REQUEST FOR BIDS

Issuing Office and Inquiries

This Request for Bids (RFB) is issued by Randolph County Purchasing Office on behalf of Randolph County. Any inquiries, clarifications, or interpretations regarding this RFB should be directed in writing to:

Lisa Garner
Purchasing Officer
Randolph County Administration
725 McDowell Road
Asheboro, NC 27205
(336) 318-6304
Lisa.garner@randolphcountync.gov

Responses to inquiries that affect the content of this RFB will be provided in writing to all recipients of the RFB through an addendum that will be posted on the County website, <http://www.randolphcountync.gov/Departments/Purchasing-Office/Bids>. It is the responsibility of each vendor to inquire about any aspect of the RFB that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this RFB until Thursday, August 16, 2018 at 5:00 P.M. All times listed are understood to be Eastern Standard Time unless otherwise noted. The County's interpretation of the RFB shall be controlling in all cases.

Important Dates

Issue Date:	Tuesday, August 14, 2018
Final Date for Written Questions:	Thursday, August 16, 2018 – 5:00 P.M.
Final Date for Addenda Posting:	Friday, August 17, 2018
Deadline for Submitting Proposals and Proposal Opening	Wednesday, August 22, 2018 – 11:00 A.M.
Anticipated Award Date (tentative):	September 2018

Trade or Brand Name

When a trade or brand name for a particular article or object is specified, it is meant only as a reference for standard and any other manufacturer of a similar article or object may meet the specifications if their product is reasonably equivalent or better than that mentioned as the standard.

Submission of Bids

Proposals must be presented on the bid/specification forms attached to this RFB in a **sealed envelope** and **mailed or delivered** to:

Lisa Garner
Purchasing Officer
Randolph County Administration
725 McDowell Road
Asheboro, NC 27205

The package shall be plainly marked, “**SEALED BID FOR MOTORCYCLES.**”

Any bid submitted on forms other than the Randolph County bid form may be disqualified. TELEPHONE BIDS AND/OR FAXED BIDS **CANNOT** BE ACCEPTED. All bids submitted must be typed or written in ink and signed by the bidder’s designated representative.

Vendors must submit **one (1) original and two (2) complete copies** of each bid. Please note on the front of each bid whether it is the **original** or **copy** of the bid.

No responsibility shall be attached to the County for the premature opening of any bid proposal not properly addressed or identified.

Proposals will be publicly opened at **11:00 A.M. on Wednesday, August 22, 2018** in the Meeting Room B, 1st Floor, Randolph County Office Building at 725 McDowell Road, Asheboro, NC.

In order to be considered for selection, bids must be received by the date, time and place previously outlined. The bidding process will be considered closed at **11:00 A.M. on Wednesday, August 22, 2018**. Failure to meet this deadline will disqualify the bidder. Randolph County is not responsible for nor will any allowances be made for bids received after this time and date for any reason, e.g., carrier delays.

Addenda

Any addenda to these documents shall be posted on the County’s website at <http://www.randolphcountync.gov/Departments/Purchasing-Office/Bids> and will become part of this RFB and the contract. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into the addenda. It is the responsibility of the Vendor to periodically check the County’s website before submitting a bid to obtain any addenda that have been issued.

Content of Bid

Vendors shall not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification.

Bid Pricing

All bid prices shall be complete and include warranty and delivery of the completed motorcycle to this Agency. The **Bid Form (page 3)** shall be used for the purpose of providing these prices. All bid prices and conditions must be specified on the **Bid Form (page 3)**. Bid prices shall be valid for at least 90 days from the date of the Bid Opening, or as otherwise specified on the **Bid Form (page 3)**.

Bid Withdrawal

If the Vendor desires to withdraw his bid, he must submit in writing to the Purchasing Office before the bid opening deadline his purpose for withdrawal. After the bid opening deadline, bids shall only be withdrawn in accordance with N.C.G.S. Section 143-129.1.

Bids Property of County

All bids submitted in response to this RFB become the property of the County once they are opened. Supporting technical manuals will be returned at the written request of the bidder. All submitted proposals and supporting material are a matter of public record.

Rejection of Bid

The County reserves the right to reject any or all bids, with or without cause, and to waive informalities when such rejection is in the interest of the County. Randolph County also reserves the right to reject the bid of a vendor who has previously failed to perform properly or complete on-time a contract of similar nature.

Disqualification of Vendors

However, more than one bid from an individual, firm, partnership, corporation, or association under a different name or names **shall not** be considered. Any or all bids shall be rejected if there is reason to believe that collusion exists among the Vendors. In this situation, all participants in such collusion shall not be considered for the current or future bids for the same work. No contract shall be awarded except to competent vendors capable of performing the class of work contemplated.

Award

The award of this bid will not be based solely on lowest price. The award will be based and granted on **“BEST VALUE.”** **“BEST VALUE”** will allow Randolph County to consider factors beyond pricing such as whether the responsible Vendor is able to meet and/or exceed the required specifications as well as meet the required delivery requirements. **“BEST VALUE”** will permit and reflect prudent stewardship of public funds and trust.

Notification of Award

After all prerequisites and specifications have been met by the bidder and the award for this purchase is made by the Commissioners, the successful bidder will be notified within ten (10) working days. Randolph will notify the successful bidder in **writing**, either by a LETTER TO PROCEED or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD IS NOT CONSIDERED

A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

Piggyback of Award

Upon mutual agreement between the Vendor to which this contract is awarded and Randolph County, additional motorcycles may be purchased for a time period of up to one (1) year at the same price.

Non-Collusion

By executing and submitting this bid, the Vendor certifies that his bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person in reference to such bidding. As evidence this specification is being followed, the **Anti-Collusion Affidavit (page7)** shall be completed and included in the RFB.

Minority Business Enterprise

It is the policy of Randolph County to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the County with goods and services at competitive prices.

Indemnification

The successful bidder shall hold the County, to include all Board members and employees, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, expenses, including attorneys' 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. No indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the successful bidder terminates or expires, and they shall be terminated only by written agreement of the successful bidder and the County.