

INVITATION TO BID

Sealed bids for one new 2019, Bucket Truck, will be received by the City of Powell at the 270 North Clark, Powell, Wyoming, 82435 until 10:00 AM, Tuesday, July 9, 2019.

Mailed and hand delivered bids shall have the word “**ELECTRIC BUCKET TRUCK**” written on the outside of the respective envelope. The bids will be publicly opened, read and acknowledged at the above hour and date and award will be made as soon thereafter as practicable.

Bids received after the time and date above will be rejected and returned unopened.

Copies of the details, requirements and specifications may be obtained from the City of Powell Web site www.cityofpowell.com

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL


Zack Thorington
City Administrator

Publish:	First	Thursday	June 6, 2019
	Final	Thursday	June 13, 2019



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

May 29, 2019

SUBJECT: New 2019 Articulating Telescopic Aerial Bucket Truck

To Whom It May Concern:

The City of Powell is accepting sealed bids for the purpose of purchasing one new 2019, Articulating Telescopic Aerial Bucket Truck for its Electric Department.

Enclosed please find the following documents:

Invitation to Bid
Instructions to Suppliers
Vehicle Specifications
Bid Sheet
Bid Proposal
Checklist
Contract

These forms will enable you to submit a bid for the above-mentioned pickups. Should you require any additional information, please do not hesitate to contact me at the address and phone number listed below.

I thank you in advance for your interest in the City of Powell.

Sincerely,

Mr. Steve Franck
Electrical Superintendent
951 E 5th St
Powell, WY 82435
Office: 307-754-9537

CITY OF POWELL, WYOMING

1.0 INSTRUCTIONS TO BIDDERS

1.1 Purpose

The attached bid specifications are submitted to solicit bids from qualified vendors for supplying and delivering one 2019 Articulating Telescopic Aerial Bucket Truck, as per specs. City of Powell Electric Department.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted by the City of Powell, 270 North Clark, Powell, Wyoming, 82435, until 10:00 AM, Tuesday, July 9, 2019. The bids will be publicly opened, read and canvassed on the above hour and date and award made as soon thereafter as practicable.

1.3 Preparation of Bid

All bids must be submitted on the required bid form. All blank spaces must be filled in, in ink or typewritten and the bid must be fully completed and executed when submitted. No alterations in the bid or in the printed forms will be acceptable.

2.0 GENERAL CONDITIONS

2.1 Bid Security

All bids must be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable without conditions to the City of Powell, in the amount of five (5) percent of the amount of bid. The bid security will be retained by the City of Powell as liquidated damages should the successful bidder refuse or fail to enter into contract agreement within ten (10) days from the date of "Notice of Award".

2.2 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

2.3 Contract

The contract shall include a date agreed upon by the successful bidder and the City of Powell as to when the unit shall be delivered. The contract shall include liquidated damages in the amount of \$50.00 per calendar day for failure to deliver the vehicle within the specified time.

2.4 Price Protection

Prices quoted in the bid shall be firm prices and not subject to increase during the term of any contractual agreement between the City and Vendor. All prices are to be F.O.B. Powell, Wyoming, less any federal excise and state sales taxes. Vendors must stipulate the expiration date of quoted prices.

2.5 Delivery Date

Date of delivery will be no later than May 4, 2020.

3.0 GENERAL CONDITIONS

3.1 Pickup

- a. Replacement Parts. The vehicle manufacturer shall maintain a replacement parts department to furnish replacement parts and service for the vehicle. Parts availability shall extend beyond the life expectancy of the unit.
- b. The bidder shall state the location of the nearest manufacturer approved parts replacement facility.
- c. Maintenance Service. The bidder shall offer a complete contract maintenance service available through a manufacturer approved local service shop and the location of the shop shall be shown in the bid.

3.2 Variations to the Bid Specifications

Any variations to the bid specifications must be submitted at the time of the bid opening in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendor will be responsible for satisfying the City regarding substitutions.

4.0 SELECTION PROCESS

4.1 Evaluation

Appropriate city staff will review and evaluate all bids.

4.2 Preference

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106).

4.3 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

CITY OF POWELL, WYOMING

BID SPECIFICATIONS Bucket Truck

One new 2019 Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to the following specifications and to include the following features:

- Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)
- Working Height: 45.8 feet (13.96 m)
- Maximum reach to edge of platform with Upper Boom Non- over center: 30.1 feet (at 17.3 feet platform height)
- Upper boom extension: 110 inches
- Continuous rotation
- Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.
- Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
- Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).
- Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
- The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.
Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
Control Console: Non-tested non-metallic control console plate.
Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.
- Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.
- Dielectric rating: Category C, 46 kV and below
- Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.
- Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.
- Unit meets or exceeds ANSI 92.2 standards.
- Pedestal
- Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation

- Platform Mounted Single Handle Controls
- No Jib/Winch
- Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position
- Platform Elevator
- Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)
- Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating
- Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.
- Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.
- Platform Lighting for illumination of platform controls
- Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options
- Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe
- Aerial Device Powder Painted White
- Scuff Pad, 24" x 30", With Step
- Custom Outrigger Controls -Hydraulic Outrigger Controls at Rear
- Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks
- Temperature Sight Gauge
- Kendall Glacial Blu Hydraulic Oil (Meets MilSpec 5606).
- Hydraulic Oil Heater, 12V, Adjustable Temperature Range With Programmable Controller
- Standard Pump For PTO
- Electric Shifted PTO
- Standard PTO/Machine Functionality: PTO won't engage until parking brake is set. Once parking (holding) brake is set, PTO and machine functions are enabled. If parking (holding) brake is disengaged, both PTO and machine functions are disabled.
- Standard PTO/Transmission Functionality
- Steel Body
- Body Is To Be Built In Accordance With The Following Specifications:
 - Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.
 - All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.
 - Heavy-Gauge Welded Steel Frame Construction.
 - Integrated Door Header Drip Rail At Top For Maximum Weather Protection.
 - Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.
 - Steel Treated For Improved Primer Bond And Rust Resistance.
 - Automotive Type Non-Porous Door Seals Fastened To The Door Facing.
 - B-Line Channel Installed In Compartments
- Smooth Galvanneal Steel Floor
- Low-Side General Service With Step (LGSS)
- Finish Paint Body White
- Undercoat Body
- 132" Estimated Body Length
- 94" Body Width

- Custom Body Compartment Height -48" Compartment Height
- 20" Body Compartment Depth
- 5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body
- 5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step
- Rope Lights (LED) Around Top And Sides Of Compartment Door Facings
- Stainless Steel Rotary Paddle Latches With Keyed Locks
- All Locks Keyed Alike Including Accessories
- Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)
- Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors
- Chains On All Horizontal Doors
- One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel
- Hotstick Shelf Extending From Rear Of First Vertical To Rear Of Body On Streetside
- Two Hotstick Brackets On Streetside
- Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock
- 1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed
- Custom 1st Vertical (SS) Compartmentation -Details:
 - Robust Pull Out Drawer Kit, Roller Bearings, Latches, To Fill Compartment.
 - (2) Each 6" Drawers
 - (3) Each 4" Drawers
 - (3) Each 3" Drawers
- 2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers
- 1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers
- Rear Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers
- 1st Vertical (CS) - Fixed Shelf With No Dividers -Mount above inverter at bottom of compartment.
- 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall
- 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall
- 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall
- 1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed
- 2nd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock)
- 1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers - Mount above drawer kit.
- Custom 1st Horizontal (CS) Compartmentation -Details:
 - Pull Out Drawer Kit, Roller Bearings, Latches.
 - (3) Each 2" Drawers
- Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers
- 29" L Steel Tailshelf, Width To Match Body
- Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible
- Step Bumper With CS And SS Gripstrut Steps, Protruding From Rear Face Of Body, Hanging Below Body With Kickplate/Back Panel
- Smooth Galvanneal Steel Tailshelf
- Small Steel Grab Handle Installed At Rear -Install (1) each CS and SS INBD of Bumper Steps
- Steel U-Shaped Grab Handle -Install (1) Each CS and SS on outside edge.
- Custom Ladder Storage (Please Specify The Following: Style, Material, Easy Retrieval Method, Retaining Method, Approximate Dimensions) -Details:

- Custom 'Extension Ladder' Rack: Ladder is a side-by-side 8'ft extension ladder.
- Located SS of cargo area against the cargo sidepack wall
- Ladder will be stalled on it's side and be removed out the rear of the tailshelf, held in the rack with a chain+clip.
- Additional Steel Top Opening Storage Box -Details:
 - Custom Top-Opening Box
 - Located on CS 1st Vertical sidepack top.
 - 30"L x 20"W x 18"H-
 - Top Lid-opening outward from cargo area, w/latches and gas shocks
- Additional Steel Top Opening Storage Box -Details:
 - Custom Top-Opening Box
 - Located on CS Horizontal and Rear Vertical sidepack top.
 - 72"L x 20"W x 9"H.
 - Top Lid-opening outward from cargo area (same size as compartment tops) w/latches and gas shocks
- Rear Window Guard, 65" L x 19" H, Punched Metal, Steel, Mounted to Front of Body
- Mounting Bracket For Single Light, Mounts To Rear Window Guard -Mounting BRKT for Single Strobe Light Installed CS.
- Mounting Bracket For Dual Lights, Mounts To Rear Window Guard -Mounting BRKT for Strobe Light and Go-Light installed SS.
- ICC (Underride Protection) Bumper Installed At Rear
- T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL)
- Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.
- Install Counterweight As Needed
- Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)
- Platform Rest, Rigid with Rubber Tube
- Boom Rest for a Telescopic Unit
- Automatic Boom Latch Installed on Boom Rest
- Custom Outrigger Pad -DICA Model D1818
- Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer
- Pendulum Retainers For Outrigger Pad Holders
- Mud Flaps
- Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)
- Slope Indicator Assembly For Machine With Outriggers
- Post Style Cone Holder (Holds up to four 15"x15" large cones) -Location TBD
- Custom Wire Rack/Reel -Details:
 - Holds (2) reels 12"dia, Bolts to cargo floor.
- Safety Harness & 4.5 FT Lanyard (Medium To X-large)
- Driveaway Safety Kit
- Vinyl manual pouch for storage of all operator and parts manuals
- Additional Body/Chassis Accessory -Front Bumper: Ranch Hand
- Compartment Lights Wired To Dash Mounted Master Switch
- Lights and reflectors in accordance with FMVSS #108 lighting package.
- Amber LED Strobe Light with Brush Guard -Details:
 - Install (1) Each CS and SS on Window Guard BRKTS
 - SS Light in INBD position.
- 4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear
- Directional Light Bar, Amber, LED, 42" Long -Install CENTERED in Light Channel

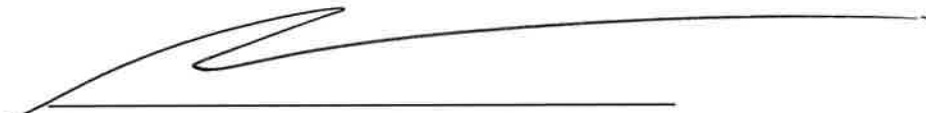
- Flood Light, LED, Heavy Duty, 4.5" DIA (Soundoff Signal #EWLA1000DBDF0W) on Window Guard to illuminate cargo area, offset to CS.
 - Provide switch on dash.
- Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote Details:
 - Install (1) Each on SS Window Guard BRKT, OTBD of Strobe.
 - Install (1) Each on Hood, Offset to CS.
- Auxiliary Lighting Wired Ignition Hot
- Dual Tone Back-Up With Outrigger Motion Alarm
- Multi-Point Grounding System
- Copper U Shaped Grounding Lug (Threaded) -Locate CS near Tailshelf.
- PTO Hour Meter, Digital, with 10,000 Hour Display
- 7-Way Trailer Receptacle (Blade Type) Installed At Rear
- Ford Upfitter Switches (Supplied With Chassis)
- Mounting bracket for inverter mounted at bottom of body compartment or storage box -Install in bottom of CS 1st Vertical.
- Inverter, 1800 Watt, Pure Sine Wave, 120 VAC (Sensata #12/1800N) -Install on BRKT in bottom of CS 1st Vertical.
- Inverter Wired Ignition Hot with Dash Mounted Switch
- Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)
- Install Chassis (OEM) Supplied Backup Camera in Final Assembly
- Install secondary stowage system.
- Install Remote Start/Stop system in Final Assembly.
- Install Outrigger Interlock System -Provide Outrigger Interlock Over-ride switch in cab.
- Standard Duty Secondary Stowage Pump
- PTO Indicator Light Installed In Cab
- Powder Coat Unit White
- Components mounted below frame rail shall be coated black. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to underside of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.
- Apply Non-Skid Coating to all walking surfaces
- English Safety And Instructional Decals
- Vehicle Height Placard - Installed In Cab
- Placard, Kendall Glacial Blue Hydraulic Oil
- Dielectric test unit according to ANSI requirements.
- Stability test unit according to ANSI requirements.
- Delivery Of Completed Unit -Deliver to Powell, WY
- 2019 Model Year
- 550
- 4x4
- 84 Clear CA (Round To Next Whole Number)
- Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)
- Chassis Cab
- Chassis Color – White
- Minimum Gas 6.8L
- Torqshift 6-Speed Automatic Transmission (w/PTO Provision)
- GVWR 19,500 LBS
- 7,500 LBS Front GAWR
- Spring Suspension

- 14,706 LBS Rear GAWR
- Hydraulic Brakes
- Park Brake In Rear Wheels
- Single Horizontal Right Side Exhaust
- No Idle Engine Shut-Down Required
- 50-State Emissions
- Minimum 40 Gallon Fuel Tank (Rear)
- AM/FM Radio
- Air Conditioning
- Backup Camera, OEM Supplied
- Keyless Entry
- Power Door Locks
- Power Windows
- Running Boards (Supplied By Chassis OEM)
- Snow Plow Package
- Trailer Brake Controller (Factory Installed)
- Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty
- Training within 48 hrs of delivery
- 24/7 technical support
- US parts warehouses
- 1 year mobile service warranty coverage (including parts, labor & travel)

ADDITIONAL REQUIREMENTS

Concise breakdown of each individual unit stating exactly what is being offered to the City of Powell.

Successful bidder will be required to provide one (1) CD ROM, or full service set of manufacturer's specifications, for service and repair on engine, transmission, emissions, truck, and all attachments.



Steve Franck, Electrical Superintendent



Mr. Zack Thorington, City Administrator
June 3, 2019

CITY OF POWELL, WYOMING

BID PROPOSAL

The undersigned Supplier proposes to furnish to the City of Powell one new 2019 Articulating Telescopic Aerial Bucket Truck as outlined in the attached bid specifications.

Time required for delivery is an important consideration. Each bidder shall specify the number of consecutive calendar days required for delivery.

Bids received after the time and date of Tuesday July 9, 2019, 10:00 AM, will be returned unopened.

All bids will be F. O. B. The City of Powell, Powell, Wyoming.

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitutions. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL, WYOMING

Bid Sheet

We hereby submit the following bid for one new 2019, Articulating Telescopic Aerial Bucket Truck for the City of Powell Electric Department. Bids will be opened on Tuesday, July 9, 2019 at 10:00 AM, City Hall.

Bid for one (1) truck \$ _____

We further include the following information:

1. Can your company meet a delivery date of May 4, 2020? _____

If not expected delivery date. _____

2. The above price will be firm for _____ days.

3. This vehicle has the following warranty: *(please include copies)*

4. Maintenance for the pickup can be performed by:

5. Estimated Life of Unit: _____

6. Variations to the bid specification, if any:

Date

Company

Printed Name

Signature

Title

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid on the compact pickup for the City of Powell Electric Department. **Bid opening date of Tuesday, July 9, 2019 at 10:00 AM**, City Hall, City of Powell, 270 North Clark, Powell, Wyoming.

- _____ 5% bid security in the form of a bond or cashiers check
- _____ Properly executed Bid Proposal
- _____ Properly executed Bid Sheets(s)
- _____ Concise breakdown of unit being bid.
- _____ Properly executed Bid Checklist.

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

CITY OF POWELL, WYOMING

CONTRACT

THIS CONTRACT, made the _____ day of _____, by and between the City of Powell of Powell, Wyoming, hereinafter called CITY and _____ of _____, _____, hereinafter called SUPPLIER.

1. The SUPPLIER shall furnish one, new 2019, Articulating Telescopic Aerial Bucket Truck as set forth and described in the bid specifications, and in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by this reference.

2. The SUPPLIER shall deliver said unit as stated in their bid. If said unit is not delivered by the time specified, subject to any extensions of time granted, the SUPPLIER shall pay to CITY, as liquidated damages and not as penalty, the sum of \$50.00 per day for each and every day SUPPLIER shall be in default, unless CITY grants an extension to the delivery date. SUPPLIER shall not be liable for damages because of fire, flood, strikes, riots, acts of God, or other SUPPLIER delays, or any circumstances or other causes beyond SUPPLIER'S control.

3. Upon acceptance of the above described vehicle by CITY, CITY shall pay to SUPPLIER the sum of _____ DOLLARS (\$_____.XX), which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract.

4. The risk of loss from a casualty to the above-described vehicle, regardless of the cause, shall be on SUPPLIER until the vehicles have been accepted in writing by CITY.

5. SUPPLIER warrants that the vehicle at the time of delivery shall be free from any security interest or other liens or encumbrances. SUPPLIER specifically extends to CITY all warranties implied by law without exclusion including, but not limited to, implied warranties of merchantability and fitness for particular purpose.

6. This Contract shall be executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Wyoming. SUPPLIER hereby specifically agrees to submit to the jurisdiction of the Wyoming courts and submits to said courts having exclusive venue for any litigation, special proceedings or other proceeding as between the parties that may be brought, or arise out of, in connection with or by this Contract.

7. In the event either party resorts to legal action to enforce the terms and provisions of this agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney fees.

8. The waiver by either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same, or other provision hereof.

9. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and executed by duly authorized representative of SUPPLIER and CITY.

10. The General Conditions, General Requirements, Specifications and Bid Proposal are all essential documents to this contract and are made a part hereof as if written herein.

11. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their governmental or sovereign immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law. City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state law, including Wyoming Statute 1-39-101, et seq.

12. This Contract shall cancel and superseded any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or any contract of any form or nature whatsoever, whether oral or in writing and whether express or implied, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representatives of the other. This Contract represents a complete and exclusive statement of the terms of the transaction between CITY and SUPPLIER.

13. This Contract shall inure to the benefits of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectively.

IN WITNESS WHEREOF, the said parties have caused this contract to be executed by the proper officers thereunto duly authorized on this _____ day of _____, 2019.

PURCHASER: CITY OF POWELL

By: _____
Mayor John F. Wetzel

ATTEST:

City Clerk Tiffany Brando

SUPPLIER: _____

By: _____

STATE OF)
) SS
COUNTY OF)

The foregoing Contract was acknowledge before me by _____
for _____., this _____ day of _____, 2018.

WITNESS by my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: