



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

October 2, 2018

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

SUBJECT: New Mower Units Bid

Dear XXXXX:

This letter is your notification of the City of Powell's intent to request bids for the purpose of purchasing one (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72" deck mower unit and broom for the City of Powell Parks Department.

Enclosed please find the following documents:

- Invitation to Bid
- Instructions to Bidders
- Units Specifications
- Bid Proposal
- Bid Sheet
- Contract
- Checklist

These forms will enable you to submit a bid for the above-mentioned bid. 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,

Gary Butts, Director of Public Works / Streets Superintendent  
City of Powell  
270 N Clark St  
Powell, WY 82435  
(307) 754-6951



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## INVITATION TO BID

Sealed bids for the supply and delivery of one (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72” deck mower unit and broom for the City of Powell Parks Department will be received by the City of Powell, 270 North Clark, Powell, Wyoming, 82435 until:  
**10 am, Tuesday, October 30, 2018.**

Mailed and hand delivered bids shall have the words “**Mowers**” written on the outside of the 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, 270 North Clark, Powell Wyoming, free of charge.

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

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John F. Wetzel  
Mayor, City of Powell

Publish: **FIRST**  
**FINAL**

Tuesday  
Tuesday

October 9, 2018  
October 16, 2018

# **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 the supply and delivery of one (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72" deck mower unit and broom for the City of Powell Parks Department.

### **1.2 Bid Submittal**

Sealed bids (using the City of Powell Bid Forms) will be accepted by the City of Powell, Powell, Wyoming, 82435, until 10:00 AM, Tuesday, October 30, 2018. The bids will be publicly opened, read and canvassed on the above hour and date and award made as soon thereafter as practicable. It is the bidder's responsibility alone to ensure delivery of the sealed bids to the hands of the City of Powell prior to the bid opening time stipulated in the Invitation to Bid.

### **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 Wyoming State 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). It will be up to the successful bidder to comply with W.S. 16-6-201 through 16-6-206 Wyoming Preference Act of 1971.

### **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. point of delivery, less any federal excise and state sales taxes. Vendors must stipulate the expiration date of quoted prices.

## **2.0 GENERAL CONDITIONS - continued**

### **2.5 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.

## **3.0 SELECTION PROCESS**

### **3.1 Evaluation**

Appropriate city staff will review and evaluate all bids.

### **3.2 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

The City of Powell is currently seeking bids for a large area mower per the following specifications.

- ✓ Minimum 54 horse power
- ✓ Diesel engine – current tier 4 final compliant
- ✓ Hydrostatic drive
- ✓ Selectable 4 wheel drive
- ✓ Forward and reverse
- ✓ Capable of 12 mph travel speed
- ✓ Hydraulic PTO
- ✓ Factory installed comfort cab
- ✓ Factory heater
- ✓ Factory installed air condition
- ✓ Front windshield wiper
- ✓ Rear view mirrors
- ✓ Cab mounted work lights
- ✓ Comfort adjust seat with arm rests
- ✓ LED strobe light
- ✓ Comfort suspension seat with armrests
- ✓ 128 inch mowing area
- ✓ Hydraulic mower decks
- ✓ Stowable side decks

# City of Powell

The City of Powell is currently seeking bids for a front deck mower per the following specifications.

- ✓ Minimum 29 horsepower
- ✓ Diesel engine – current tier 4 final compliant
- ✓ Selectable 4 wheel drive
- ✓ Forward and Reverse
- ✓ Hydrostatic drive
- ✓ Capable of 12 mph travel speed
- ✓ Factory installed comfort cab
- ✓ Factory heater
- ✓ Factory installed air condition
- ✓ Front windshield wiper
- ✓ Rear view mirrors
- ✓ Cab mounted work lights
- ✓ Comfort adjust seat with arm rests
- ✓ LED strobe light
- ✓ 72 inch mower deck with side discharge
- ✓ Rotate for service deck
- ✓ 60 inch broom attachment with hydraulic left/right tilt

# CITY OF POWELL, WYOMING

## BID PROPOSAL

The undersigned certifies that they have personally examined and read the requirements of the attached Invitation to Bid, Instructions to Bidders, General Conditions, Bid Specifications, the Proposed Contract and this Proposal and thoroughly understands the intent and stipulations therein and hereby proposes supply, transfer and delivery of one (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72" deck mower unit and broom for the City of Powell Parks Department, to the City of Powell, Powell, Wyoming.

**Bids received after the time and date of Tuesday October 30, 2018, 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. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitution. 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 (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72" deck mower unit and broom per specifications for the City of Powell Parks Department. Bids will be opened on Tuesday October 30, 2018 at 10:00 AM.

Bid for one (1) new 2018 or newer large area mower unit per specifications:

\$ \_\_\_\_\_

Bid for one (1) new 2018 or newer 72" deck mower unit and broom per specifications:

\$ \_\_\_\_\_

Bid Total for both mower units:

\$ \_\_\_\_\_

We further include the following information:

1. State delivery date: \_\_\_\_\_
2. The above price will be firm for \_\_\_\_\_ days.
3. This equipment has the following warranty: \_\_\_\_\_  
\_\_\_\_\_
4. Maintenance for the equipment can be performed by:  
\_\_\_\_\_
5. Estimated Life of Equipment: \_\_\_\_\_
6. Variations to the bid specification, if any: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# CITY OF POWELL, WYOMING

## CONTRACT

THIS CONTRACT, made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Powell of Powell, Wyoming, hereinafter called CITY and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, hereinafter called SUPPLIER.

1. The SUPPLIER shall sell, transfer and deliver to CITY one (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72" deck mower unit and broom for the City of Powell Parks Department 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. If said Mower Units are not delivered by the date specified by the awarded supplier in the bidsheet, the SUPPLIER shall pay to CITY, as liquidated damages, and not as a penalty the sum of \$50.00 per day for each and every day the 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.

2. Upon acceptance of the above described Mower Units by CITY, CITY shall pay to SUPPLIER the sum of \_\_\_\_\_ and XX/100 (\$XX,XXX.XX) DOLLARS, which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract.

3. The risk of loss from a casualty to the above described Mower Units, regardless of the cause, shall be on SUPPLIER until the Mower Units have been accepted in writing by CITY.

4. SUPPLIER warrants that the Mower Units 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 \_\_\_\_\_, 2018.

PURCHASER:

CITY OF POWELL

By: \_\_\_\_\_  
Mayor, John F. Wetzel

ATTEST:

\_\_\_\_\_  
City Clerk, Tiffany Brando

SUPPLIER:

By: \_\_\_\_\_

STATE OF WYOMING    )  
                                  ) SS  
COUNTY OF            )

The foregoing Contract was acknowledged before me by \_\_\_\_\_  
for \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESS by my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

# CITY OF POWELL

## Bid Checklist

The following items will be required for a qualified bid for the supply and delivery of one (1) new 2018 or newer large area mower unit and (1) new 2018 or newer 72" deck mower unit and broom for the City of Powell Parks Department. Bid opening date of Tuesday October 30, 2018 at 10:00 AM, City of Powell, 270 North Clark, Powell, Wyoming.

- \_\_\_\_\_ 5% ***Bid Security***
- \_\_\_\_\_ Properly executed ***Bid Proposal***
- \_\_\_\_\_ Properly executed ***Bid Sheet***
- \_\_\_\_\_ Concise breakdown of **Mower Units** being bid.
- \_\_\_\_\_ Properly executed ***Bid Checklist.***

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

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print above signature

The City of Powell appreciates the time and effort that you have devoted.