

INVITATION TO BID

Sealed bids for one new, 2019, police squad truck, will be received by the City of Powell at the Powell Police Department, 250 North Clark, Powell, Wyoming, 82435 until **2:00 PM, Friday, September 21, 2008**.

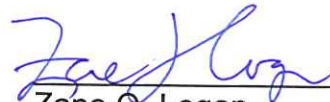
Mailed and hand delivered bids shall have the words "**SQUAD TRUCK**" written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above hour and date and award will be made as soon thereafter as practicable.

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 Powell Police Department, 250 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



Zane Q. Logan
City Administrator

Publish: **FIRST**
FINAL

Thursday
Tuesday

September 6, 2018
September 11, 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 supplying and delivering one, (1) new 2019 police pickup for the City of Powell Police Department.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted by the Powell Police Department, 250 North Clark St., Powell, Wyoming, 82435, until 2:00 PM, September 21, 2018. 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 units shall be delivered. The contract shall include liquidated damages in the amount of \$50.00 per calendar day for failure to deliver the vehicles 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 is requested by January 3, 2019.

2.0 GENERAL CONDITIONS - continued

2.6 Police Vehicles

- a. Replacement Parts. The vehicle manufacturer shall maintain a replacement parts department to furnish replacement parts and service for the police vehicles. Parts availability shall extend beyond the life expectancy of the units.
- 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.

2.7 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.

2.8 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).

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, WYOMING

BASIC BID SPECIFICATIONS

One new, 2019, Police Pickup as per the following bid specifications.

- ◆ Police package
- ◆ 6800 GVWR minimum
- ◆ 4 – full doors
- ◆ Power Steering
- ◆ Four Wheel Drive
- ◆ Heavy duty rear locking differential
- ◆ Automatic transmission
- ◆ V-8 fuel-injected engine, 5.0 liter minimum
- ◆ Factory installed air conditioning - R-134A
- ◆ Heavy duty battery
- ◆ Heavy-duty electric package—150 AMP Alternator Minimum
- ◆ Electrically controlled: *The following to be inoperative from the rear seat:*
 - door locks *rear door locks*
 - windows *rear door handles*
 - outside mirrors *rear windows*

- ◆ Tinted glass throughout
- ◆ Intermittent windshield wipers
- ◆ Factory installed cruise control / tilt steering wheel
- ◆ 40/20/40 split bench or bucket seat –cloth or leather
- ◆ Power adjustable driver’s seat
- ◆ Rear bench seat - vinyl material
- ◆ AM/FM radio with line-in (auxiliary)
- ◆ Factory bluetooth capability
- ◆ Tow package
- ◆ Engine block heater
- ◆ Front license plate bracket
- ◆ Five full size, LT245, 16 inch or larger tires, minimum 10 ply rating
- ◆ Spare tire carrier
- ◆ Four (4) additional keys for unit
- ◆ Blue, black or gray in color
- ◆ Left side mounted spot light

Vehicle

2018 police pickup as set forth in base specifications.

OPTIONS - *To be listed as separate items on bid sheet. The following may or may not be purchased. If included in a package, or is a standard option on the vehicle being quoted, please state that fact.*

- ◆ Available extended warranties - description and cost of each

WARRANTY

Standard warranty shall be available and stated what is included in the warranty on bid sheet.

ADDITIONAL REQUIREMENTS

Concise break down of vehicle stating exactly what is being offered to the City of Powell.

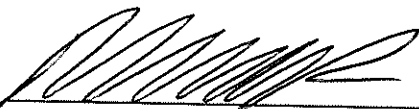
No materials will be accepted after the bid deadline. All materials should accompany bid(s).

Any variations to the above specifications must be submitted with the bid in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendors as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitutions.

Dealer warranty papers for the vehicle will be required from the successful bidder.

In the event the City of Powell has any questions regarding the bid submitted, the name and phone number of the person that should be contacted with your company should accompany your bid.

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



Roy Eckerdt, Chief of Police 8/28/18

CITY OF POWELL, WYOMING
Bid Sheet

We hereby submit the following bid for one new police pickup for the City of Powell Police Department. Bids will be opened on September 21, 2018 at 2:00 p.m..

Bid for one _____ Pickup. \$ _____

Total Effective Bid \$ _____

We further include the following information:

1. Can your company meet a delivery date of January 3, 2019 _____

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

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

4. Maintenance for the vehicle 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

BID PROPOSAL

The undersigned Supplier proposes to furnish to the City of Powell one, 2019 police pickup 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 September 21, 2018, 2:00 PM, 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 which the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid on the police vehicle for the City of Powell Police Department. Bid opening date of September 21, 2018 at 2:00 PM, Powell Police Department, 250 North Clark, Powell, Wyoming.

- _____ 5% bid security in the form of a bond or cashier's 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

Company Name & Phone Number

I thank you in advance for submitting this bid. The City of Powell appreciates the time and effort that you have devoted.

R.S. Eckerdt
Chief of Police

CITY OF POWELL, WYOMING

CONTRACT

THIS CONTRACT, made in triplicate 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 no later than **January 3, 2019** one police pickup 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 police vehicles are not delivered by the date specified herein, 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 any circumstances or other causes beyond SUPPLIER'S control.

2. Upon acceptance of the above described police vehicle by CITY, CITY shall pay to SUPPLIER the sum of _____ (**\$XX,XXX.XX**), 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 police vehicle, regardless of the cause, shall be on SUPPLIER until the police vehicle has been accepted in writing by CITY.

4. SUPPLIER warrants that the police vehicle at the time of delivery shall be free from any security interest or other liens or encumbrances.

5. 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. 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.

7. 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.

8. 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's fees.

9. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law.

10. 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.

11. 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.

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. 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).

14. 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 the ___ day of _____, 2018.

PURCHASER:

CITY OF POWELL

By: _____
Mayor John 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 _____ 20__.

WITNESS by my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: