

## INVITATION TO BID

Sealed bids for one new 2018, compact pickup, will be received by the City of Powell at the 270 North Clark, Powell, Wyoming, 82435 until 10:15 AM, Tuesday, August 29, 2017.


Mailed and hand delivered bids shall have the word "**ELECTRIC PICKUP**" 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](http://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



\_\_\_\_\_  
Zane Q. Logan  
City Administrator

Publish:	<b>First</b>	Thursday	August 1, 2017
	<b>Final</b>	Thursday	August 8, 2017



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

July 24, 2017

SUBJECT: New 2018 Compact Pickup Truck

To Whom It May Concern:

The City of Powell is accepting sealed bids for the purpose of purchasing one new 2018, compact pickup 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,

cc: Mr. Larry Carter, Electric Dept.  
Mr. Zane Q. Logan, City Administrator

Enclosures

# **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 2018 compact pickup 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 10:15 AM, Tuesday, August 29, 2017. 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 December 15, 2017.

### **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

## Bid Specifications

One new 2018 or newer extended cab 2 wheel drive compact pickup.

- 4 Cylinder gasoline engine, minimum 2.5 Liter
- Automatic transmission
- Remote keyless entry
- Factory air conditioning
- AM/FM stereo
- Power windows
- Power door locks
- Tilt steering wheel
- Factory cruise control
- Cloth interior, grey in color
- White exterior color
- Vinyl or rubber on cab floor
- Rubber floor mats
- Standard gauge package
- Engine block heater
- Wheel base not to exceed 129 inches
- Spare tire

### **ADDITIONAL REQUIREMENTS**

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

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Larry Carter, Electric Superintendent

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Mr. Zane Q. Logan, City Administrator

July 24, 2017

# CITY OF POWELL, WYOMING

## Bid Sheet

We hereby submit the following bid for one new 2018, compact pickup truck for the City of Powell Electric Department. Bids will be opened on Tuesday, August 29, 2017 at 10:15 AM, City Hall.

Bid for one (1) truck \$ \_\_\_\_\_

We further include the following information:

1. Can your company meet a delivery date of December 15, 2017? \_\_\_\_\_

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, WYOMING

## BID PROPOSAL

The undersigned Supplier proposes to furnish to the City of Powell one new 2018 compact pickup 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 August 29, 2017, 10:15 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

## 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, August 29, 2017 at 10:15 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 2018, compact pickup 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 \_\_\_\_\_, 2017.

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 \_\_\_\_\_, 2017.

WITNESS by my hand and official seal.

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

(SEAL)

My Commission Expires: