

GENERAL PROVISIONS

1. Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless specifically requested by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the "Invitation To Bid" and specification. Any deviation from the specification shall be clearly indicated by the bidder in the space immediately following each item of the Specifications. Bids must be signed in the space provided on the face of the bid. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered. In order to reduce the cost of issuing bids, bidders not responding to 3 consecutive bid invitations for the same or like items may be removed from the City's bidders list for those items unless the bidder submits a "no bid" with a request to remain on that particular list.

2. Bids may not be withdrawn for a period of 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or by telegram or fax prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.

3. Bids will be publicly opened and read at the time and place advertised for opening of bid, as shown on the Invitation To Bid. Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than **ten (10)** days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope which shows the bid number or name of item or service being bid, and date and time of opening to ensure against premature opening of the bid and to insure that bids are routed to the correct bid opening. Faxed bids will not be accepted. If the City of Rawlins City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically rescheduled for the same time on the next working day that City Hall is officially open.

4. Award will be made to the lowest qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent(5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. Basis for award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowance, discounts, and other factors that may be indicated in the Invitation To Bid. Prompt payment discounts of less than 20 days will not be considered in award; Invoices will be paid within 45 days after receipt of a correct notice of amount due for services provided, otherwise finance charges shall accrue at a rate 1 and 1/2 % per month. See W.S. Section 16-6-602. In all cases where trades are shown on the Invitation To Bid, the City reserves the right to trade or not to trade as deemed in its best interest. If the City elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. Basis of payment will be for actual quantities ordered and received. If applicable to the "Invitation To Bid", a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or service to be purchased as a result of the "Invitation To Bid".

5. When an item requested in the bid is identified by a brand name, trade name, or catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates and he has obtained prior approval from the City for the item. The reference

to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the bidder articles that will be satisfactory. Bid for other brands, makes, etc., will be considered provided the bidder clearly states on his proposal exactly what he is proposing to furnish, and has submitted to the City at least **ten (10)** days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by this bid, and has obtained the prior approval of the City for the proposed "equal". The City reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the state.

6. All items proposed shall be new and manufacturer's current model unless the City specifically requests or addresses used or demo products in the specifications. The City reserves the right to call for demonstration of products or services at no cost to the City prior to award of the bid.

7. All bid prices shall be quoted F.O.B. Freight Prepaid to the applicable City Department, Rawlins, Wyoming, unless the City specifically states otherwise elsewhere in the bidding documents.

8. All applicable federal, state, and City laws, ordinance or regulations shall apply to products or services purchased as a result of this bid. The provisions of Wyoming Statute 15-1-113, incorporated herein by reference are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the state of Wyoming and by submitting a bid the bidder is accepting jurisdiction in Carbon County Wyoming.

9. The bidder shall state warranty on labor and materials in months, years, hours, miles, etc., as applicable. The bidder shall assume costs of all labor, materials, per diem, freight, transportation, and any other item incidental to warranty maintenance or repairs and by submitting a bid the bidder is accepting jurisdiction in Carbon County Wyoming.

10. The bidder shall comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected from the City of Rawlins. If the bidder or the bidder's employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless and indemnify the City of Rawlins there from.

11. All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, race, color, disability, religion, national origin or sex. The bidder agrees to include the language of this paragraph in all agreements associated or connected in any way with furnishing of products or services as a result of this bid.

12. In compliance with the Drug-Free Workplace Act of 1988, the City of Rawlins has established an "Substance Abuse in the Work Place" policy that pertains to alcohol and drug usage by City of Rawlins employees. The successful bidder and its employees and subcontractors are required to comply with the provisions of the City's "Substance Abuse in the Work Place" policy for drug and/or alcohol usage on City property or other sites occupied by the successful bidder while performing the duties and responsibilities connected with furnishing of the products or services of this bid. It is the responsibility of the successful bidder to become familiar with the requirements to this policy, to inform its employees and subcontractors of their obligations to comply and to assure their compliance therewith. If the successful bidder, its employees, or subcontractors are found in violation of this policy, any order placed as a result of this bid may be canceled. A copy of this policy is available upon request from the City Clerk.

13. In submitting a bid for this project, the bidder agrees if awarded the bid, to defend, hold harmless, and indemnify the City, its officials, employees and authorized volunteers against any and all claims and costs, including attorney's fees, arising during or resulting from the successful bidder's performance of any work or furnishing any product, and shall carry such liability insurance as necessary to achieve this objective. The successful bidder acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City hereunder. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyoming Stat. 1-39-101, and et seq. for any claim arising out of performance of this work.

14. Parts of these General Provisions may be supplemented or superseded by specific requirements of the "Invitation To Bid", "Specifications", or Special Provisions.

15. The bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid see 15-1-113(f). The bid guarantee shall be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming; or if the bid is \$100,000.00 or less, the 5% bid guarantee may be in the form of a cashier's check, certified check, bond with Irrevocable Letter of Credit, or money order made payable to the City of Rawlins. Cash deposits, personal checks or company checks (unless certified) will not be accepted. The bid guarantee will ensure that the bidder will not withdraw his bid within 30 days after the bid opening, and that he will execute the contract and furnish such bonds, insurance certificates, and other documents; as required in the Bidding Documents; and in the event of the bidder's failure thereof, the bidder shall be liable to the City on account of his default for the amount of bid guarantee as liquidated damages in accordance with Wyoming Statute 15-1-113. Bid guarantee of unsuccessful bidders will be returned promptly.

Sign below to indicate that you have reviewed and will comply with these General Provisions.

Company Name _____ Phone _____

Email _____ Fax _____

Signature _____ Printed Name _____

STATE OF _____)

: ss.

COUNTY OF _____)

On this ____ day of _____, 201____, _____ personally appeared before me, and being by me duly sworn, did say that he/she is the signer of the foregoing for and on behalf of the company listed above, with actual and requisite authority, and acknowledged to me that he/she has fully reviewed and executed the same.

Notary Public

(seal)