

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 specifications. 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.
2. Bids may not be withdrawn for a period of forty five (45) days after the bid opening without forfeiture of bid bond. Bids may be revised prior to opening in writing, signed by an authorized representative of the company by submitting a scanned signed document, by telegram or signed fax prior to the bid opening and followed with proper written confirmation received by the City within three (3) business 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". In the event any changes are made to the bidding documents or if the bid opening date or time is revised, written addenda will be issued to all bidders who have requested documents or contacted the City. Requests for bid clarification shall be made no later than **ten (10)** days prior to the opening date. No bid received after the opening time 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 being bid listed on the "Invitation to 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 be 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 five percent (5%) Wyoming resident preference will not be applied for expenditures where federal funds are involved. Basis for award will be on total of bid. Prompt payment discounts will not be considered in award. Invoices will be paid within forty five (45) days after receipt of a correct notice of amount due for services provided, otherwise finance charges shall accrue at a rate 1½ % per month. See W.S. § 16-6-602. In all cases where trades are shown on the Invitation to Bid, the City reserves the right to trade or not trade as deemed in its sole and absolute best interest. If the City elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for the total bid amount. The City

reserves the right to reject any or all bids and to waive any formality or technicality in any bid proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item. 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 vehicles to be purchased as a result of the "Invitation to Bid".

5. When an item is requested in the Request for Bid that are 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. Brand name, trade name, catalog number or reference are intended to be descriptive but not restrictive and only to indicate 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. Original titles shall be provided and delivered to the City Clerk's Office, 521 West Cedar St., P.O. Box 953, Rawlins, WY 82301, within thirty (30) days of vehicle delivery. Properly titled to the City of Rawlins, a Wyoming Municipal Corporation, mailed or delivered to 521 W. Cedar St., P.O. Box 953, Rawlins, WY 82301.
8. 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.
9. 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 are incorporated herein by reference and are an express part of these bidding documents. All bid documents shall be interpreted and construed according to the laws of the state of Wyoming. By submitting a bid the bidder is accepting jurisdiction in the Second Judicial District, Carbon County, Wyoming.

10. The bidder shall state warranty on equipment 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 the Second Judicial District, Carbon County, Wyoming. All warranties shall be interpreted and construed according to the laws of the state of Wyoming. Any warranty work shall be completed as soon as practicable upon request.
11. 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 Statute §1-39-101, et seq. for any claim arising out of performance of this work.
12. Parts of these General Provisions may be supplemented or superseded by specific requirements of the "Invitation to Bid", "Specifications", and/or "Special Provisions".
13. The bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid (see Wyoming Statute §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 check, cashier's check, certified check, bond, 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 forty five (45) days after the bid opening, and that he will execute the contract and furnish such bonds, and other documents as required in the Bidding Documents. 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. Bid bond of successful bidder will be held until date of delivery. Untimely delivery will result in forfeiture of bond.
14. **Costs and Attorney's Fees.** In the event the City, through court action or otherwise, in the enforcement of these general provisions incurs any pre judgment and post judgment costs, expenses or attorney fees by reason of such exercise, the bidder agrees to pay the City all such reasonable costs, expenses and reasonable attorney fees in connection with the collection or reimbursement.

SIGNATURE PAGE TO FOLLOW.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

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 _____, 2019, _____
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 to
bind the above referenced company, and acknowledged to me that he/she has fully reviewed and
executed the same as his/her voluntary act.

Witness my hand and official seal.

Notary Public

(seal)

My Commission Expires: _____