

Invitation to Bid
FOR
Purchase and Delivery of:
One (1) new mid-sized, 4 door, 4 Wheel Drive Sport Utility Vehicle

BID Manual

Prepared For:
Albany County Sheriff's Office
&
Albany County Commissioners
Albany County Courthouse
525 E. Grand Avenue
Laramie Wyoming 82070

Submittal Deadline

Date: December 15, 2023

Time: 3:00 p.m. local time

Place: <https://www.co.albany.wy.us/476/Public-Bid>

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
I. Advertisement for Bid	1
II. Instructions to Bidders	2
III. Vehicle Specifications	7
IV. Bid Form	10
V. Sample Agreement	11

I. ADVERTISEMENT FOR BID.

Notice is hereby given that The Board of County Commissioners of the County of Albany, Wyoming (“County”) will receive sealed bids until 3:00 P.M. Local Time **on December 15, 2023** for Purchase and Delivery of: One (1) new mid-sized, 4 door, Four (4) Wheel Drive Sport Utility Vehicle.

Bids must be uploaded through the County’s QuestCDN Portal at <https://www.co.albany.wy.us/476/Public-Bid>, prior to the above stated Bid closing date and time. At 3:00 P.M. on **December 15, 2023** all bids will be opened publicly, read aloud, and tabulated by the County Clerk in the Albany County Commissioners Room, Suite 105 of the Albany County Courthouse, unless an alternate site is designated in writing and posted at the Albany County Courthouse.

Bids may be withdrawn prior to the Bid Opening; however, unless otherwise specified, all formal Bids submitted shall be binding for forty-five (45) days following Bid Opening. Bids, which are not prepared and filed in accordance with the Instructions to Bidders, may be rejected. The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the Instructions to Bidders, provided the bid price is reasonable and is in the best interest of the County to accept. The County reserves the right to cancel this Notice of Call for Bids or reject any or all bids and the right to waive any irregularities or technicalities in the bidding. Any bid received after the time specified will not be considered.

A complete set of the Bidding documents, including specifications, may be obtained on or after **November 9, 2023**, from the County’s QuestCDN Portal.

Preference is hereby given to automobile vendors in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W.S. § 16-6-106. The County does not discriminate against a bidder or offer because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by Federal or state law.

Bids are due by 3:00 p.m. on **December 15, 2023. Until December 15, 2023**, Bidders may submit written questions seeking clarification on this Invitation to Bid via the County’s QuestCDN Portal.

Publication Dates: **December 7, 2023**
December 14, 2023

II. INSTRUCTIONS TO BIDDERS.

With this Invitation to Bid (“ITB”), the County, is seeking bids for the purchase and delivery of: One (1) Full-Size, Four Door, 4-Wheel Drive Sport Utility Vehicle.

2.01. (“Bid”).

2.02. Definitions. The following definitions shall apply through this ITB:

2.02.01. “Owner” means Albany County, Wyoming.

2.02.02. “Bidder” means any person, partnership, corporation, or other entity submitting a Bid for the purchase and delivery of vehicles described in this ITB.

2.02.03. “Bid Documents” include this ITB, all attachments referenced herein, and all forms relating to this ITB contained in the County’s QuestCDN Portal.

2.03. Form of Bid. All Bids shall be made utilizing the bidding documents and forms contained in the County’s QuestCDN Portal. All necessary QuestCDN documents and forms must be filled out. Any modification to a submitted Bid must be made via the County’s QuestCDN Portal and no oral, telephone, or fax modifications to the Bid will be considered.

2.03.01. In making a bid, the Bidder warrants that they have carefully examined the specifications, forms, and terms of the bid documents.

2.03.02. Bidders shall submit Bids for vehicles as stated.

2.03.03. Bids must be uploaded through the County’s QuestCDN Portal on or before 3:00 p.m. **December 15,** 2023. At said time, Bids will be opened and read aloud.

2.04. Bid Selection and Review Process.

2.04.01. A recommendation committee will rank all proper submittals based on the evaluation criteria set forth in this packet. From these rankings either a recommendation to select the lowest most responsive and responsible bid based upon responsiveness, responsibility, and price will be made or a “short list” of leading candidates may be developed for the purpose of discussion.

2.04.02. The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the Instructions to Bidders, provided the bid price is reasonable and is in the best interest of the County to accept. The County will be the sole judge in the determination of the most responsive and responsible bid.

2.04.03. Only complete submittals will be evaluated.

2.04.04. Right to Reject. Prior to entry into a contract between the County and Bidder the county reserves the following rights:

2.04.04.01. The County reserves the right to waive informalities in the bids and to reject any and all bids and re-advertise the ITB at any time prior to approval of the recommended Bidder or the negotiated contract if doing so would be in the public interest, as determined by the County in its sole discretion. The County reserves the right to award the Bid to the Bidder that best fits the requirements outlined in the ITB.

2.04.04.02. The County further reserves the right to request any additional information County deems reasonably necessary to allow County to evaluate, rank and select the most qualified Bidder to provide the vehicles outlined herein.

2.04.05. Any bid may be withdrawn up until the date and time set forth above for opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of forty-five days to provide to the County the vehicles as forth herein, or until one or more of the proposals has received an award and a contract(s) has been executed.

2.04.06. Selection will be made through a four-step process. The scoring in the first two steps are cumulative. If it is determined that presentation discussions are not to be held, the scoring will be based on the first step – Opening and Review of submitted Bids. The process for selection of the winning Bidder and award of the contract will be as follows:

Step One	Review and scoring of submitted Bids
Step Two	Presentation Discussions (if required)
Step Three	Selection of successful Bid
Step Four	Execution of purchase contract

2.04.07. Schedule. Dates are approximations for the process steps and are subject to change.

Step	Date	Selection Process
One	Nov 7, 2023	Invitation for Bid
	December 15, 2023	Last day for questions from Bidders
	December 15, 2023	Bids due at 3:00 p.m., local time.
	Nov 30, 2023	Bid Opening at 3:00 p.m. local time.

Two	Dec 18, 2023	Presentation discussions conducted (if required).
Three	Dec 19, 2023	County notifies successful Bidder.
Four	Dec 19, 2023	Purchase agreement executed.

2.04.08. Review Step 1. Review of Bids.

2.04.08.01. The submitted bids will be ranked by the recommendation committee based on the evaluation criteria set forth below.

2.04.08.02. The following selection criteria will be the basis for the ranking of most qualified Proposer.

<u>CRITERIA</u>	<u>POINTS</u>
Completeness of Bid	10 Points
Adherence to Vehicle Specifications	20 Points
Base Bid for Purchase of New Vehicles	35 Points
Value of Trade in Vehicles	35 Points
Total	100 Points

2.04.09. Review Step 2. Presentation Discussions (if required).

2.04.09.01. If the County determines that presentation discussions are required, presentation discussions will be conducted for the purpose of determining which Bidder best meets the requirements of this ITB.

2.04.09.02. Key personnel from Bidder are required to be present and participate in the interview.

2.04.010. Review Step 3. Selection of Successful Bidder. Selection of the lowest responsive and responsible Bidder complying with all provisions of the Instructions to Bidders.

2.04.011. Review Step 4. Execution of Purchase Agreement.

2.04.011.01. The County and successful Bidder shall enter into a purchase agreement consistent with the terms of the Sample Agreement provided in Section V of this ITB.

2.04.011.02. Any bid submitted under this ITB shall not be binding upon the County and no purchase shall be made under the terms of the bid or purchase agreement until the purchase agreement has been executed by both Parties.

2.05. Bid Conditions. The following conditions govern this ITB.

2.05.01. The Owner reserves the right to reject any and all bids or parts thereof.

- 2.05.02.** Quotations may not be changed after the bid closing time.
- 2.05.03.** The Owner is exempt from State of Wyoming tax, City sales tax, and Federal excise tax. Vehicles for this project shall be purchased directly by Owner and are not subject to sales tax.
- 2.05.04.** Accuracy of the bid quotation is the responsibility of the bidder, and no change or cancellation will be permitted after the bid closing time.
- 2.05.05.** Bid modifications must be made through the County's QuestCDN Portal.
- 2.05.06.** In the event that any requirements in this ITB are not included in manufacturer's specification sheets, Bidders shall submit with the bid a Statement of Compliance.
- 2.05.07.** Oral interpretations of any contract documents shall not be made. Any interpretations shall be made in writing, on Contract addenda. Distribution of contract documents and all pertinent addenda to subcontractors, suppliers, or other parties which are not known plan-holders is the responsibility of the Bidder. Addenda will be explicitly acknowledged in the bid form.
- 2.05.08.** Check documents for completeness and legibility. Owner will furnish replacements for any incomplete or illegible documents. Bids figured from defective documents shall be tendered at the sole risk of the bidder.
- 2.05.09. Bidder Responsibility.** In submitting a Bid, each Bidder represents that they have reviewed this ITB, and are fully competent to perform the work, meet requirements, and comply with the provisions and requirements of the documents. Failure to fully review the bid documents does not relieve a Bidder from these requirements.

2.06. Final Inspection. Upon delivery of the vehicles, a final inspection will be made by the Albany County Sheriff's Office. At this inspection any deficiencies will be noted. These items will be corrected within fourteen (14) days.

2.07. Payment. Payment shall be made by Owner to the successful Bidder when the vehicles have been delivered, final inspection has been completed, and it is determined the vehicles meet the specifications as described in this bid. The Owner is not obligated to make payments for equipment that is defective, incomplete, or unacceptable to the Albany County Sheriff's Office as determined in their final inspection.

2.07.01. Prior to Payment, the successful Bidder shall submit any pertinent vehicle maintenance instructions to Owner.

2.08. Titles and Warranties. Successful Bidders shall furnish a Wyoming Certificate of Title made out to Albany County Wyoming for all items required by the State of Wyoming to

carry license plates. Each Bid shall include a Statement of Standard Warranty of the manufacturer.

2.09. Delivery. Vehicles shall be delivered not later than December 31, 2023. The Bidder shall specify in the bid the anticipated date the vehicles will be delivered.

2.10. Owner is not liable for any costs incurred by bidder prior to issuance of a legally executed contract

2.11. Conflicts of Interest. Any conflicts of interest whether real or perceived by the Bidder submitting a bid should be fully disclosed and explained within the proposal. Please refer to Wyo. Stat. Ann. §§ 6-5-101 through 6-5-118, and Wyo. Stat. Ann. §§ 9-13-101 through 9-13-109 for additional information on conflicts of interest.

2.12. No Assignment. The Bidder shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Owner.

2.13. Statutory Requirements/Comparison of Bids/Wyoming Preference Act of 1971. Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state.

2.14. Document Interpretation. Should a Bidder find discrepancies in or omissions from the Specifications or be in doubt as to their meaning, bidder shall, submit a question via the County's QuestCDN Portal and the County will respond via the same means. The County will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing as set forth in this paragraph. No oral instructions, interpretations, or representations shall be binding upon the County.

III. VEHICLE SPECIFICATIONS. These Detailed Specifications sheets must be submitted with the bid, and all exceptions to these specifications shall be clearly noted on the bid submitted. Where applicable: brochures or literature that clearly indicates specifications of the vehicle, equipment, accessories or materials should be furnished.

3.01. Vehicle Delivery. Vehicles shall be delivered not later than July 1, 2024.

3.01.01. Vehicles are to be delivered to the Albany County Sheriff's Office, Albany County Courthouse, 525 E. Grand Avenue, Laramie, WY 82070.

3.01.02. Owner may assess liquidated damages if the vehicles are delivered after the above date. Liquidated damages of \$30 per day, per vehicle will be assessed.

3.01.03. Each vehicle will be supplied with either a Wyoming title, or the paperwork necessary to obtain a Wyoming title. Paperwork will be made out to "Albany County Wyoming"

3.01.04. A temporary plate will be issued for each unit when it is delivered.

3.02. Bidder Pricing. Bids must be based on the required items. Options, if available, must be individually priced.

3.03. Bid Completeness. Failure to provide a complete listing of all required information may lead to disqualification from the process.

3.04. One (1) Full-Size, Four Door, 4-Wheel Drive Sport Utility Vehicle Unless otherwise indicated, these are the minimum specifications for each vehicle. Items may be added or deleted at discretion of Owner:

3.04.01. The successful bidder must be able to either provide for warranty service in Laramie or make arrangements to pick up the vehicles at the Owner's location and return them after the warranty or recall work has been completed. The warranty on the vehicles and all equipment will be 3 years or 36,000 miles and shall also have 5 year or 60,000 mile power train warranty.

3.04.02. Vehicles will all be from the same model year; either 2023 or 2024.

3.04.03. Vehicle will be equipped with a full factory service manual. Manuals will include emissions, wiring, engine, transmission and powertrain.

3.04.04. Satisfactory NHTSA crash test rating.

3.04.05. Four-Wheel Drive Automatic Transmission.

3.04.06. Unleaded gasoline powered engine or hybrid engine.

3.04.07. Four Doors, five doors preferred

- 3.04.08.** Power window, locks, mirrors, and drivers side seat adjustment.
- 3.04.09.** Power door locks include remote keyless entry with a minimum of two remote key fobs and two keys.
- 3.04.010.** Remote start installed and preferred
- 3.04.011.** Engine will have a minimum of 270 Horsepower and 278 ft./lbs. of torque, 4.0 Liter 24 valve V-6.
- 3.04.012.** Battery will be maintenance free with a minimum of 800 CCA's and 70 amp hour rating on the primary battery.
- 3.04.013.** Minimum of 250 amp alternator.
- 3.04.014.** Engine oil cooler.
- 3.04.015.** Factory installed single zone manual air conditioning.
- 3.04.016.** Factory installed cruise control.
- 3.04.017.** High altitude motor adjustment
- 3.04.018.** Transmission will be 5 speed automatic
- 3.04.019.** Four wheel antilock disc brakes.
- 3.04.020.** Wheels that are 17" x 9 or 18" x 9" or 20" x9".
- 3.04.021.** A full size, speed rated (V) spare tire.
- 3.04.022.** Solid, silver or gray color paint scheme.
- 3.04.023.** Headlamps shall be single halogen composite or LED.
- 3.04.024.** An AM/FM stereo with seek and scan features and a digital clock.
- 3.04.025.** Front seat shall be a 40/20/40 split bench seat with heavy duty cloth.
- 3.04.026.** Middle row seat shall be 60/40 or 50/50 split bench seat
- 3.04.027.** Steering column shall be a steel sleeve column with theft deterrent locking feature.
- 3.04.028.** Instrumentation including speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature, and oil pressure.
- 3.04.029.** Remote engine start preferred.

- 3.04.030. Rearview mirror (inside).
- 3.04.031. Defogger, side windows.
- 3.04.032. Tow/haul mode selector if possible.
- 3.04.033. Interior lighting to include two (2) dome lights, defeat switch, and door handle activated switches.
- 3.04.034. Oil life monitor.
- 3.04.035. Headliner, cloth over driver and passenger front with visors.
- 3.04.036. Trailer hitch platform, seven (7) wire harness with independent fused trailer circuits with 2" trailering receiver.
- 3.04.037. Rear backing camera preferred.
- 3.04.038. Brake/transmission shift interlock, for automatic transmissions.
- 3.04.039. Air bags for driver and right front passenger.
- 3.04.040. Lap and shoulder belt restraints.
- 3.04.041. Rear doors to have child security door locks.
- 3.04.042. Tire pressure monitoring system.
- 3.04.043. Daytime running lamps.

IV. BID FORM. For the purchase and delivery of: One (1) Full-Size, Four Door, 4-Wheel Drive Sport Utility Vehicle

Date _____ **Anticipated Date of Delivery** _____

Base Bid. For Bidder to provide and deliver: One (1) Full-Size, Four Door, 4-Wheel Drive Utility Vehicle Specifications pursuant to the terms of this ITB.

In words:
 _____ Dollars

In numbers:
 (\$ _____)

For all vehicles described Section 2.05.09 the bidder agrees to accept for trade in and give fair market value for them in the amount of \$ _____

Final Bid. The final bid is the Base Bid minus trade in.

In words: _____ Dollars

In numbers: (\$ _____)

Acceptance of Sample Agreement Terms. By submitting this Bid, and unless otherwise specified by Bidder herein, Bidder acknowledges review, understanding, and agreement with the terms of Section V. Sample Agreement.

RESPECTFULLY SUBMITTED:

SEAL
(If by a Corporation)

Signature: _____

Printed Name: _____

Title: _____

Business Address and Telephone Number:

V. SAMPLE AGREEMENT.

**VEHICLE PURCHASE AND TRADE-IN AGREEMENT
BETWEEN BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY,
WYOMING AND _____**

1. Parties. This Agreement is made and entered into this ____ day of _____, 2023, by and between the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "County") whose address is 525 Grand Avenue, Suite 202, Laramie, Wyoming 82070 and _____, (hereinafter referred to as "Contractor") whose address is _____, collectively referred to as the "Parties". For and in consideration of the mutual promises and covenants set forth below, Contractor and County agree to the following:

2. Purpose of Agreement. The purpose of this Agreement is for Contractor to provide and deliver to County new motor vehicles in accordance with the specifications of the

vehicle bid documents, which are marked Exhibit 1 and attached hereto and incorporated herein, for the sealed bid purchase price and for the assignment of motor vehicles owned by County to Contractor as trade-in credit against the Contractor's sealed bid purchase price. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

3. Term of Agreement and Required Approvals. This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from the date of execution through _____.

4. Payment. The Contractor agrees to provide County a trade-in credit for the motor vehicles as outlined in Paragraph 5.1 in the total amount of _____ dollars (\$ _____) to reduce or offset the sealed bid purchase price in the amount of _____ dollars (\$ _____) for the purchase of the new motor vehicles as outlined in Paragraph 6, for a total purchase price for the new motor vehicles to be paid by the County to Contractor in the amount of _____ dollars (\$ _____).00). Payment shall be payable by County to Contractor upon the delivery of the vehicles by Contractor to the County and Contractor picking up from County the trade-in vehicles.

5. Responsibilities of Contractor.

5.1. The County authorizes the County Sheriff or his representatives to execute any and all paperwork for the purchase, and trade in of motor vehicles from Contractor and title of said motor vehicles.

6. Responsibilities of Contractor.

6.1. Contractor agrees to furnish the County the following new motor vehicles at the sealed bid purchase price of _____ dollars (\$ _____) for a total purchase price of _____ (\$ _____).

6.2. One (1) Full-Size, Four Door, 4-Wheel Drive Sport Utility Vehicle; and

6.3. Contractor shall furnish the County a Wyoming Certificate of Title for each new motor vehicle in the name of County of Albany, Wyoming and each new motor vehicle shall include a statement of standard warranty of the manufacturer.

7. General Provisions.

7.1. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

7.2. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

7.3. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

7.4. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, together with Exhibit 1, which is Bid Documents consisting of _____ () pages represents the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

7.5. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. Contractor shall provide the County with a certification under oath that he has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with his selection or ultimate performance under this Agreement. If the Contractor breaches or violates this warranty, County may, at its discretion, terminate this Agreement without liability to the County, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

7.6. **Compliance with Laws.** Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

7.7. **Ethics.** Supplier shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.), and any and all ethical standards governing Supplier's profession.

7.8. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

7.9. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of the Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this

Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

7.10. Independent Contractor. Contractor shall function as independent Contractor for the purposes of this Agreement and shall not be considered an employee of County for any purpose. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Contractor to incur any obligation of any kind on the behalf of County or its staff. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Agreement.

7.11. Sovereign Immunity. The County does not waive Sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

7.12. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

7.13. Indemnification.

7.13.1. Supplier shall indemnify, defend and hold harmless the County, Mental Health Board, members, its elected and appointed officials, and their officers, agents, employees, volunteers, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Supplier's failure to perform any of Supplier's duties and obligations under this Agreement or in connection with the negligent performance of Supplier's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Supplier's professional services under this Agreement.

7.13.02. Supplier shall be liable to County for all damages including consequential damages and every expense, cost, exclusive of betterment, attorneys' fees and payment incurred by County as the result of negligence, or negligent acts in any of the services furnished under this Agreement.

7.13.03. Without limitation as to other remedies, which County may have, Supplier will without additional compensation, correct or revise any errors or deficiencies in its services.

7.14. Limitation of Payment. County's obligation to pay Contractor for services of Contractor pursuant to this Agreement is conditioned upon the availability of County's funds which are allocated to pay Contractor. If funds are not allocated and available to pay the Contractor for these services, County may terminate this Agreement at the end of the period for which the funds are available. County shall notify Contractor at the earliest possible time if Contractor will or may be affected by a shortage of funds. No liability shall accrue to County in the event this provision is exercised, and County shall not be obligated or liable for any future payments due or

for any damages as a result of termination under this section. This provision shall not be construed to permit County to terminate this Agreement in order to acquire similar services or use from another party. Contractor shall be paid for the use by County provided and expenses incurred prior to receipt of any such notification that County was terminating the Agreement because of a shortage of funds.

7.15. Legal Authority. Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement

7.16. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

7.17. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

7.18. Waiver. The waiver or any breach of any term or condition in this Agreement shall be deemed a waiver of any prior or subsequent breach.

7.19. Time Is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and Contractor has signed and executed this Agreement the day and year first written above.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:

By: _____
Pete Gosar, Chairperson

Attest: _____
Kayla White, County Clerk

CONTRACTOR:

By: _____
Printed Name: _____

END OF INVITATION TO BID