

1- 2025 4X4 Ram 3500 CAB CHASSIS VEHICLE

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Fremont Motor Company, whose address is 1731 W. Main Street, Lander WY 82520 hereinafter referred to as “Bidder”.

RECITALS

WHEREAS, the City advertised a Request for Bids and provided an Invitation to Bid, Bid Form with attached General Provisions, and 4X4 Ram 3500 Cab Chassis Bid Specifications for one (1) 2025 4X4 Ram 3500 Cab Chassis, Bid Number E0425,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0125, including the attached General Provisions and Specifications, dated April 2, 2025; and,

WHEREAS, the City authorized a Notice of Bid Award #E0425 for one (1)- 2025 4X4 Ram 3500 Cab Chassis to the low bidder Fremont Motor Company in the amount of \$52,732.00 based on the completed and signed Invitation to Bid, Bid Form Number E0425 including the attached General Provisions and Specifications, dated April 2, 2025; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0425 including the General Provisions Specifications, dated April 2, 2025 according to the terms and conditions set forth in the signed Invitation to Bid, Bid Form Number E0425 including the General Provisions Specifications, dated and this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Bidder as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK.** The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0425 including the attached Specifications, dated April 2, 2025, and a copy of those documents are attached hereto and incorporated herein as the terms and conditions of this Agreement.

3. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
8. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
10. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
11. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 202__.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Missy White, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Fremont Motor Company