



**CITY OF DAHLONEGA  
INVITATION TO BID**

**INTERNATIONAL DUMP TRUCK  
PROJECT #2023-011**

***ISSUING AGENCY***

***CITY OF DAHLONEGA  
465 RILEY ROAD  
DAHLONEGA, GA 30533  
PHONE: 706-482-2721  
FAX: 706-864-4837***

***ISSUE DATE***

***April 19<sup>th</sup>, 2023***

***BID CLOSING DATE***

***May 17<sup>th</sup>, 2023, 2:30PM EST***

***PURCHASING AGENT (CITY CONTACT)***

***Brittany Lee***

**BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

**MAY 17<sup>th</sup>, 2023, 2:30PM EST**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS INVITATION TO BID (ITB) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

**CITY OF DAHLONEGA  
INVITATION TO BID**

**INTERNATIONAL DUMP TRUCK  
PROJECT #2023-011**

The City of Dahlonega is requesting sealed bids for one (1) current model International Dump Truck.

Questions regarding Project #2023-011 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at [blee@dahlonega.gov](mailto:blee@dahlonega.gov) or faxed to 706-864-4837 before 12:00PM, EST, on May 9<sup>th</sup>, 2023. Responses will be posted by addenda no later than 5:00PM EST, on May 12<sup>th</sup>, 2023, to [www.dahlonega.gov](http://www.dahlonega.gov)

Bids must be received by 2:30 PM local time on May 17<sup>th</sup>, 2023 and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Bids shall be clearly marked and sealed, including the appropriate bid number and title. Late bids will not be considered nor returned.

Immediately following the deadline, bids will be publicly opened and read aloud in the City Hall Council Chambers located at 465 Riley Road, Dahlonega, GA 30533.

The bid documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at [www.dahlonega.gov](http://www.dahlonega.gov)

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

## 1.0 INTRODUCTION

### 1.1 Purpose of Procurement

The City of Dahlongega is requesting sealed bids for one (1) current International Dump Truck

### 1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
April 19 <sup>th</sup> , 2023	Release of Invitation to Bid
May 9 <sup>th</sup> , 2023 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
May 12 <sup>th</sup> , 2023 5:00 PM	Answers to written questions and all addenda posted on website: <a href="http://www.dahlongega.gov">www.dahlongega.gov</a>
May 17 <sup>th</sup> , 2023 2:30 PM	<b>Bids due and bid opening (Bids will be accepted until time of opening. No bids will be accepted after the due date and time.</b>

### 1.3 Restrictions on Communications

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any bidder violating this provision.

### 1.4 Pre-Bid Meeting

A pre-bid meeting will not be held.

### 1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on May 9<sup>th</sup>, 2023, local time. The Inquiries must be directed to:

**Brittany Lee, Purchasing Agent**  
City of Dahlongega  
465 Riley Road  
Dahlongega, Georgia 30533  
[blee@dahlongega.gov](mailto:blee@dahlongega.gov)  
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the city website [www.dahlonega.gov](http://www.dahlonega.gov), no later than May 12<sup>th</sup>, 2023, no later than 5:00 PM EST. A signed copy of the Addenda Acknowledgement Form (Attachment F) shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

### 1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate the contract at any time if a successful bidder fails to meet requirements stated in this Invitation to Bid.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

### 1.7 Bonds

Bid Bonds	Not Required
Performance and Payment Bond	Not Required

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 "Bid/Proposal Bonds, Payment Bonds and Performance Bonds".

### 1.8 Submission of Bids

Only sealed bids will be accepted. One (1) original and (1) copy of the complete signed submittal must be received no later than May 17<sup>th</sup>, 2023, at 2:30 PM EST. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name, and address, and marked as "**#2023-011 INTERNATIONAL DUMP TRUCK**" to:

**Brittany Lee, Purchasing Agent  
City of Dahlonega  
465 Riley Road  
Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to the City.** Any bid received after May 17<sup>th</sup>, 2023, at 2:30 PM EST, will not be opened. Late bids will be rejected in their entirety.

### 1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake

was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

### **1.10 Award**

Any purchase order/contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

## **2.0 SPECIFICATIONS**

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his vehicle unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one manufacturer and are only for the purpose of indicating generally the type of work required of said bid items.

1. All Bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. All prices are to be firm for 60 days from bid due date.
3. The City reserves the right to reject any and all bids.
4. The bid shall state the manufacturer's warranty, along with owner's manuals.
5. All Bidders must complete the Vendor Application and supply a current signed W-9 in order to be an "Approved Vendor" for the City of Dahlenega.
6. Purchase Order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder and are not the responsibility of the City of Dahlenega.
8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.
9. Unit must be delivered within 60 days of receipt of Purchase Order, unless otherwise approved by the City.

## **2.1 Vehicle Specifications**

*The vehicle shall be a current year model International Dump Truck.*

1. Truck is to be of single axle short wheelbase and equipped with:
  - Cummins L9 Engine
  - Allison Automatic Transmission
  - Single Cab
  - Color: White
  - Air Brakes with ABS
  - Engine Brakes
  - Air Brake Hookups (for trailer)
  - Electric Brake Hookups (for trailer)
  - Electric Brake Controller (located in cab)
  - Pendulum hitch
  - Rear-end ratio is to be 00614 or equivalent.
  - GVRW is to be 33,000 lbs or greater.
  - Dump Truck Bed is to be 6.5 Cubic Yard Hydraulic Dump with Airlock Tailgate Automatic Electric Tarp
  - Front and Rear Strobe Lights

## **3.0 TERMS AND CONDITIONS**

### **3.1 Bid Amendments**

The City reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the City's website at [www.dahlonega.gov](http://www.dahlonega.gov) no later than 5:00 PM EST on, May 12<sup>th</sup>, 2023. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of Addenda Acknowledgement Form (Attachment F) is to be included with the Original Bid.

### **3.2 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

### **3.3 Cost for Preparing Bids**

The cost for developing the bid is the sole responsibility of the Bidder. The City will not provide reimbursement for such costs.

### **3.4 Conflict of Interest**

If a Bidder has any existing client relationship that involves the City of Dahlonega, the Bidder must disclose each relationship.

### **3.5 Contractor Selection**

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all bids at its discretion with or without cause.

### **3.6 Negotiations with Apparent Winner**

Prior to award, the apparent winning Bidder will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences **will** lead to rejection of the Contractor's bid.

The City reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein. This bid is on a unit price basis and the City reserves the right to increase or decrease the quantities estimated for this project at the same unit price is bid. No consideration will be made for changing the unit price either up or down because of this.

### **3.7 Taxes**

The City of Dahlonge is exempt from taxes; however, the Contractor shall pay all taxes required by him by law. The City cannot exempt others from tax.

### **3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)**

Not Required

### **3.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

### **3.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonge reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonge shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all

scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

### **3.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

### **3.12 Rejection of Submissions/Cancellation of Bids**

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

### **3.13 Non-discrimination**

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### **3.14 Payment**

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

**City of Dahlonega  
Attn: Accounts Payable  
465 Riley Road  
Dahlonega, GA 30533**

All work must be approved by the city inspector and payment approved by the city manager.

Each invoice must include the following information:

- |                      |  |
|----------------------|--|
| 1. Date of Invoice   | 4. Terms                               |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period    | 6. Appropriate Unit of Measure         |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

**Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.**

### **3.15 Insurance**

Not applicable.

### **3.16 Project Coordination**



Not applicable.

### **3.17 Accuracy of Work**

Not applicable.

### **3.18 Ownership**

Not applicable.

### **3.19 News Releases by Contractor**

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Director for review and approval.

### **3.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be City of Dahlonega, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **3.21 Drug Free Workplace**

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.

4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### **3.22 Assignment of Contractual Rights**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

### **3.23 Indemnity**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

### **3.24 Non-Collusive Bidding**

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

### **3.25 Georgia Security and Immigration Compliance**

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

### **3.26 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

### **3.27 Documents Deemed Part of Contract**

Unless otherwise modified by the Contract, the City of Dahlonega's Invitation to Bid issued October 17<sup>th</sup>, 2022, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

**Attachment A  
INTERNATIONAL DUMP TRUCK  
PROJECT #2023-011**

**VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET**

Company Name: \_\_\_\_\_

Please indicate you have completed the following documentation and submit them in the following order.

- \_\_\_\_\_ Vendor's Checklist
- \_\_\_\_\_ Execution of Bid Form
- \_\_\_\_\_ Bidder's Certification
- \_\_\_\_\_ Pricing Sheet
- \_\_\_\_\_ Certification and Non-Collusion Form
- \_\_\_\_\_ Addenda Acknowledgment Form
- \_\_\_\_\_ IRS W-9

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**Attachment B  
INTERNATIONAL DUMP TRUCK  
PROJECT #2023-011**

**EXECUTION OF BID FORM**

Company Name: \_\_\_\_\_

The potential Contractor certifies the following by placing an “X” in all blank spaces:

- \_\_\_\_\_ That this bid was signed by an authorized representative of the business.
- \_\_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**Attachment C**  
**INTERNATIONAL DUMP TRUCK**  
**PROJECT #2023-011**

**BIDDER'S CERTIFICATION**

Date of Bid: \_\_\_\_\_

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the requirements for this project and the specifications included in and made a part of this bid and have also personally examined the site of the work. I propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increase or decrease quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my bid should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby forfeited to the City of Dahlonega as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Invitation to Bid as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

**Bidder Information**  
(Type or Print)

**Name and Mailing Address**  
(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Tax ID Number

OR

\_\_\_\_\_  
Social Security Number

**Name and Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and signed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_,  
in the year \_\_\_\_\_.

Notary Public in and for the City of \_\_\_\_\_, State of \_\_\_\_\_.

Notary Public Signature and Seal: \_\_\_\_\_

My Commissioner Expires: \_\_\_\_\_

**Bids not signed shall be declared as  
"Non-Responsive" and may not be considered for award**

**Attachment D**  
**INTERNATIONAL DUMP TRUCK**  
**PROJECT #2023-011**

**PRICE PROPOSAL**

I have read and understand the requirement of this Invitation to Bid #2023-003 4400 International Dump Truck. I agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the City of Dahlonega will not be responsible for the reimbursement of any costs not specifically set forth in the proposal.

LUMP SUM PRICE \$ \_\_\_\_\_

DELIVERY WILL TAKE \_\_\_\_\_ DAYS/MONTHS AFTER RECEIPT OF ORDER.

I hereby certify that this financial proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign the financial proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**Attachment E  
INTERNATIONAL DUMP TRUCK  
PROJECT #2023-011**

**CERTIFICATION AND NON-COLLUSION FORM**

Company Name: \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



**Attachment F  
INTERNATIONAL DUMP TRUCK  
PROJECT #2023-011**

**ADDENDA ACKNOWLEDGEMENT FORM**

Company Name: \_\_\_\_\_

The bidder has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.*

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**