



# **INVITATION FOR BID NO. GS-2018-0076**

## **5 Ton Diesel 5-7 Yard Dump Truck**

**BID DUE DATE AND TIME: TUESDAY, JULY 30, 2019 at 2:00 P.M. MST**

**CITY OF GLOBE  
150 N. Pine Street  
Globe, AZ 85501  
(928) 425-7146**

**NOTICE OF INVITATION FOR BIDS NO. GS-2018-0076**  
**5 Ton Diesel 5-7 Yard Dump Truck**  
**GLOBE, AZ**

Sealed bids will be received by the City of Globe, in the City Hall Conference Room, 150 N. Pine St., Globe, AZ 85501, until **2:00 P.M. (AZ Time), July 30, 2019** for the **5 Ton Diesel 5-7 Yard Dump Truck**. **No bids will be accepted after 2:00 P.M. on July 30, 2019. The Bids will be publicly opened and read aloud at 2:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available, and may be obtained from the City of Globe Public Works Department, at 1250 N. Hagen Road, Globe, AZ, 928-425-4959. Please call ahead to order a copy of the documents. Documents may also be downloaded at the City of Globe website by going to the following link: <http://www.globeaz.gov/business/bid-on-new-contracts>

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**5 Ton Dump Truck, GLOBE, ARIZONA BID NO. GS-2018-0076**". All Bids shall be mailed or delivered to the **City of Globe Clerk, Shelly Salazar, 150 N. Pine St., Globe, AZ 85501**. The City of Globe will not be responsible for bids submitted that are not marked appropriately or sent to the wrong address.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The City of Globe reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of the City of Globe.

Dates advertised in the Arizona Silver Belt: **Wednesday, July 3, 2019 & Wednesday, July 10, 2019**

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## **GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of **One (1) New 5 Ton Diesel 5-7 Yard Dump Truck**, for the City of Globe Water Department.

The request for price of an item does not guarantee a purchase but merely provides the City with the option if the need arises.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**IMPORTANT:** EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO CITY OF GLOBE BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

## **EXHIBIT "A" INSTRUCTIONS TO VENDORS**

### **Preparation of Sealed Bid**

- A. Sealed Bids will be received by the City of Globe Clerk, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within the City of Globe. The City seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete the Bid and all Forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The City will use the Bid, and the Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the bid.
- F. No alterations in bids, or in the printed forms therefore, by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the City may require the vendor to identify any alteration so initialed.

### **Addendum**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Vendor Checklist & Addenda Acknowledgment form.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

### **Inquiries**

Any questions related to this IFB must be directed to [bids@globeaz.gov](mailto:bids@globeaz.gov). Questions should be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A tabulation of bids received is on file in the City of Globe Finance Office and will be available for review after contract award.

### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered. It is the bidder's responsibility to ensure that the sealed bids will be in the possession of the City Clerk by the due date and time as specified.

### ***Submittal Bid Format:***

**It is requested that Two (2) executed originals of the Exhibit "D" Vendors Qualification And Certification Form, Exhibit "E" Price Sheet, Exhibit "F" No Collusion Form, Exhibit "G" Legal Az Workers Act Compliance Form, Exhibit "H" Bidder Checklist And Addenda Acknowledgment Form, Exhibit "I" Offer Page, and Dealer Build Sheet shall be submitted on the forms and in the format specified in the Invitation for Bid.** The City will not be liable for any cost incidental to the preparation of bids, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract

to provide the same services, at the same prices stated in the bid. Delivery charges may differ depending on geographical location.

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of bids.
3. The City is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the bid deadline.

**All bids shall be submitted in a sealed envelope:**

- Two (2) executed originals shall be provided by the Vendor;
- Offers shall be submitted in a sealed package with "Invitation for Bid" with Title "Purchase a 5 Ton 5-7 Yard Dump Truck", "Bid No #GS-2018-0076" and the Offeror's name shall be clearly indicated on the front of the package.;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- After receipt of all bids, each bid shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

## **GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The City of Globe may request best and final offers if deemed necessary and will determine the scope and subject of any best and final request. However, the bidder should not expect that the City will ask for the best and finals. Therefore, bidders must submit their best offer based on the terms and conditions set forth in this IFB.
2. The Globe City Council reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the City of Globe.
  - a. Notwithstanding any or other provisions of the Bid, the City reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Bids; or portions thereof; or
    3. Reissue an Invitation for Bid.
1. It is the responsibility of the Globe City Council to let City contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Globe City Council prior to contract award.
2. Further, the City reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
3. All submitted forms provided in this Invitation for Bids will be reviewed by the Globe City Council.

4. Those Vendor(s) who, in the opinion of the Globe City Council, are best qualified and whose Bids are most advantageous to the City may be invited to appear before the Council for an oral review.
5. The apparent successful Vendor(s) shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

### **Protests**

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Globe City Council. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Globe City Council, 150 N. Pine Street, Globe, Arizona 85501.

### **Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and the City of Globe. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

## **EXHIBIT "B" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the City, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions: Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on Exhibit "I" OFFER PAGE, and Exhibit "D" Vendors Qualification and Certification Form.

This Contract shall include the Invitation for Bids all exhibits attached to it, including but not limited to the following which are all incorporated into this agreement, to be interpreted with Exhibit B controlling over all other exhibits and the other exhibits interpreted in the priority as listed, by this reference.

Exhibit "A" Instructions to Vendors  
Exhibit "B" Vendors Award Agreement  
Exhibit "C" Minimum Product Specifications and Information  
Exhibit "D" Qualification and Certification Form,  
Exhibit "E" Price Sheets,  
Exhibit "F" No Collusion Form,  
Exhibit "G" Legal AZ Workers Act Compliance Form,  
Exhibit "H" Bidder Checklist and Addenda Acknowledgment Form, and  
Exhibit "I" Offer Page  
Dealer Build Sheet

### **Overcharges by Antitrust Violations**

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill the contract.

### **Authority to Contract**

This contract shall be based upon the Invitation for Bid, issued by the City, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The City reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the City Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the City of Globe and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the City of Globe Manager, after the Globe City Council approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Globe City Council in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

### **Contract Amendments**

The contract shall be modified only by a written contract amendment signed by a person duly authorized to enter contracts on behalf of the City of Globe and a person duly authorized to enter into contracts on behalf of the Vendor.

### **Contract Default**

- A. The City, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the Vendor shall be liable to the City for any excess costs for such similar supplies or services.

### **Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

### **Costs and Payments**

Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.



IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the City unless not required by law.

### **Co-op Use of Contract – Intergovernmental Purchasing**

The City of Globe has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

### **Cancellation of City Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

### **Termination of Contract**

The City, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to you. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the City, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the City, the Vendor attempts to impose on the City material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the City, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the City created hereby is conditioned upon the availability of City, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the City at the end of the period for which funds are available. The City shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

## **EXHIBIT "C" MINIMUM SPECIFICATIONS**

**Purpose:** It is the intent of the City of Globe to establish, by this Invitation for Bids, a contract to purchase a **New 5 Ton Diesel 5-7 Yard Dump Truck**. This Invitation for Bid including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

### **SECTION 1.0**

#### **General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of City of Globe.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of City needs and in no event shall the City be obligated to purchase the exact quantities of any item set forth in the bid. The City does not guarantee any maximum or minimum amounts of purchases.

### **SECTION 2.0**

#### **Bid Pricing:**

- 2.1 Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or City of Globe's discovery of any such price reduction.

### **SECTION 3.0**

#### **Ordering and Delivery:**

- 3.1 **ORDERING**: The City of Globe does not warrant the order quantity of any item prior to actual need. The City of Globe may re-order item as it becomes necessary or based on the required needs within the City during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: The Globe City Council may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 **DELIVERY TIME**: Vehicles must be delivered no later than 24 weeks of receipt by Vendor of City Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will assist the Vendor in arranging for inspection.

**EXHIBIT “D” QUALIFICATION AND CERTIFICATION FORM**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTRACT NUMBER GS-2018-0076 Purchase a 5 Ton Diesel 5-7 Yard Dump Truck** The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes \_\_\_\_\_ No. If “Yes”, give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes \_\_\_\_\_ No. If “Yes”, give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm’s present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes \_\_\_\_\_ No. If “Yes”, give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. The City of Globe reserves the right to request additional information.

\_\_\_\_\_  
Signature of Authorized Person to Sign

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

\_\_\_\_\_  
Title

### EXHIBIT "E" PRICE SHEET

**DESCRIPTION: 5 Ton Diesel 5-7 Yard Dump Truck**  
*(Manufacture Build Sheet Must Accompany Bid)*

Description	Dealer Response
Year / Make	
Model	
5 Ton Diesel	_____ YES    _____ NO
Dump Body Yards	
Exterior: White	_____ YES    _____ NO
Interior: Light Color	_____ YES    _____ NO
Power Door Locks & Windows	_____ YES    _____ NO
Keyless FOB Entry	_____ YES    _____ NO
Power Mirrors	_____ YES    _____ NO
Air Conditioning	_____ YES    _____ NO
Automatic Transmission	_____ YES    _____ NO
AM/FM Radio	_____ YES    _____ NO
Actual Miles	
Included Warranty	

Quote Break-Down	
COST:	
ALL OTHER FEES:	
TAXES:	
TOTAL AMOUNT:	

**Estimated Date/Weeks of Delivery:** \_\_\_\_\_

**EXHIBIT "F" NO COLLUSION FORM**

AFFIDAVIT BY VENDOR

**CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

That he is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_ and  
(Name of Business)

That he is bidding on **City of Globe Bid No. GS-2018-0076 – 5 Ton 5-7 Yard Dump Truck** and,

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Title**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**My Commission expires:**

**EXHIBIT “G” LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

City shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Vendor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract, subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of City’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that City may inspect the Subcontractor’s books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

\_\_\_\_\_  
**Signature of Authorized Representative**

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

\_\_\_\_\_  
**Title**

**EXHIBIT "H" BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB may be determined to be "non-responsive" and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
EXHIBIT "D" VENDOR QUALIFICATION & CERTIFICATION FORM	_____
EXHIBIT "E" PRICE SHEET	_____
EXHIBIT "F" NO COLLUSION FORM	_____
EXHIBIT "G" LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
EXHIBIT "H" BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
EXHIBIT "I" OFFER PAGE	_____
DEALER BUILD SHEET	_____

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

---

VENDOR:

---

BY: (Signature)

**EXHIBIT "I" OFFER PAGE**

**TO THE CITY OF GLOBE:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

**CONTRACT NUMBER: GS-2018-0076 Purchase a 5 Ton 5-7 Yard Dump Truck**

**Firm Submitting Bid:** \_\_\_\_\_

**For clarification of this offer, contact:**

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

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

\_\_\_\_\_  
Address

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_  
City State Zip Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

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

\_\_\_\_\_  
**Title**

Bids must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.



**ACCEPTANCE OF OFFER**  
(For City of Globe use only)

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: **GS-2018-0076** including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by City/public entity.

The contract shall henceforth be referenced to as **Contract No. GS-2018-0076**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from the City of Globe.

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Globe City Council:**

\_\_\_\_\_  
**Al Gameros, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shelly Salazar, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Bill Sims, City Attorney**