

BID FORM
(Purchase Agreement)

PROJECT: One (1) Used Roll-Off Truck for the Solid Waste Department

THIS BID SUBMITTED TO:

Livingston City Finance Officer, City of Livingston, MT, 110 South B Street, Livingston, MT 59047

1. **THE UNDERSIGNED BIDDER** proposes and agrees that if this bid is accepted, Bidder will enter into a Purchase Agreement with the City in the form included in the bidding documents and will furnish the goods or product to be purchased by the City within the number of calendar days indicated in the Agreement and in accordance with the other terms and conditions of the bidding documents.
2. Bidder has examined, understands, accepts, and abides by all of the terms and conditions of the Invitation to Bid, Instructions to Bidders, Bid Specifications, and Purchase Agreement.
3. Bidder expressly covenants that if Bidder is awarded the bid, Bidder will, after the bid is awarded and within the time specified in the Request for Bid, enter into a formal Purchase Agreement with City. The bid must be accompanied by Bid Security payable to the *City of Livingston* for ten percent (10%) of the total amount of the bid, including alternates, if any. The Bid Security must be in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. The Bid Security is attached hereto as **Exhibit 1**.
4. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
5. Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over City.
6. Bidder certifies that no employee or official of the City or any member of such employee or official's immediate family has any direct or indirect interest in the pecuniary profits or contracts of the Bidder.
7. Bidder will provide the goods, product, or equipment being purchased by the City in accordance with the Purchase Agreement, for the price stated on the completed Bid Specifications sheet attached hereto as **Exhibit 2**.

8. Bidder understands that the unit prices shall govern in checking the bid, and should a discrepancy exist in the total estimated price and total amount of unit prices bid as listed on the Bid Sheet after extensions are checked and corrections made, if any, the total amount of unit prices bid as corrected shall be used in awarding the contract.
9. Bidder certifies that Bidder is a responsible bidder.
10. Bidder agrees that the good, product, or equipment to be purchased by City will be delivered and ready for final payment in accordance with the Purchase Agreement.
11. If applicable, Bidder certifies receipt of City's revisions or additions made subsequent to the advertised proposal, which are specifically acknowledged on Receipt of Addendum, attached hereto as **Exhibit 3**.
12. Bidder represents that the bid is genuine and not collusive or a sham and that bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding. Bidder further represents that Bidder has not sought by agreement or collusion, directly or indirectly, with any person, to fix the bid price of any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure any advantage against the City or any person interested in the proposed bid. Bidder affirms that all statements in this bid are true.

SUBMITTED on the _____ day of _____, 20_____.

Bidder's Tax ID # _____

IF BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business Address: _____

Telephone # _____ FAX # _____

A Partnership: _____
(Partnership Name)

By: _____ (SEAL)
(Signature)

(Name typed or printed)

Business Address: _____

Telephone # _____ FAX # _____

A Corporation: _____ (SEAL)
(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature of Authorized Representative)

Print Name and Title: _____

Attest: _____ (Corporate Seal)
(Signature of Secretary)

Business Address: _____

Telephone # _____ FAX # _____

Date of Qualification To Do Business Is: _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Telephone # _____ FAX # _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Exhibit 1

Bid Security

Attached.

Exhibit 2

Bid Sheet

Attach a completed Bid Specification Form.

1. The Bidder must state the Total Bid Price here:

Total Bid Price (written out and in dollar amount):

\$ _____

2. Earliest Date for Delivery _____

All Equipment, spare parts and supplies shall be delivered F.O.B. Destination, Delivery charges prepaid and added, to City of Livingston Public Works Department, 330 Bennett Street, Livingston MT 59047. Upon delivery of the complete unit, City of Livingston will inspect the complete unit to see if it meets the bid specifications. If City staff finds that it does not meet the specifications, it will be taken by the dealer to their facility to correct the deficiencies. If the completed unit is not returned with all the deficiencies corrected within 14 days, the successful bidder will provide the City a replacement unit to use and operate until the original unit deficiencies are corrected and returned for use.

Yes _____ No _____ Exceptions _____

Exhibit 3

Receipt of Addendum (if applicable):

Bidder acknowledges receipt of the following addendum of revisions or additions:

Addendum Number	Date Issued	Authorized Signature for Each
1		
2		
3		
4		
5		