

In compliance with this invitation and subject to all conditions thereof, the undersigned agrees, if this Bid/Quote is accepted within 30 days from the date of the opening, to furnish all of the materials/services upon which prices are proposed, delivered at the designated point(s) within the time specified.

Sullivan County reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous. Sullivan County also reserves the right to award contracts or portions thereof exclusively or to multiple vendors to achieve the best value. Sullivan County reserves the right to reject any and/or all bids.

Terms: NET 30

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE VENDOR SUBMITTING BID AND OFFERS THE ABOVE PRICE (GUARANTEED FOR 30 DAYS) FOR THE EQUIPMENT AS SPECIFIED IN THE INVITATION TO BID DOCUMENTATION AND IN COMPLIANCE WITH ALL REQUIREMENTS

		Subscribed and sworn to before m	e this	
Signature of Authorized Representative Printed Name of Authorized Representative		day of	, 20,	
		Notary Public		
		My Commission Expires:		
Name of Firm Date				
Email Address				

THIS FORM MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED COMPLETE

GENERAL TERMS AND CONDITIONS

1. SUBMITTAL REQUIREMENTS

<u>Submittals for consideration must be submitted on the form provided</u> and bear the handwritten <u>signature</u> of an authorized representative of the firm and <u>notarized</u> to be considered valid. If submitting multiple bids/ proposals in paper form, each must be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Bids/ RFP's/ RFQ's will be read aloud at the specific date and time as stated in the invitation. RFP/RFQs respondent's names only will be read aloud.

All openings are public meetings. Bidders/ proposers and interested persons are invited to attend. The County reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.

Unless otherwise stated by the County, no bidder may withdraw a bid within a period of sixty (60) days after the date set for the opening of bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.

Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.

2. QUESTIONS / ADDENDA

Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Agent. An interpretation of the documents will be made only by addendum and issued by the Purchasing Agent. The County will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.

3. DISCREPANCIES

All pricing must appear in the spaces provided by the County's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail. The County will correct math computation errors (Unit Price & Totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. SUBMITTAL OF SEALED BIDS/RFP/RFQ/ITQ

Any forms furnished by the County must be completed and returned as specified in the solicitation, otherwise response will be considered as nonresponsive. TELEPHONE, FACSIMILE OR EMAIL RESPONSES WILL NOT BE ACCEPTED UNLESS OTHERWISE INDICATED. Electronic receipt of bids/proposals/quotes is acceptable for those **eligible for online submittal** at:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd. Paper Bid/RFP/RFQ submittals shall be sealed in an envelope. No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time in the Purchasing Department. For electronic bids, the official time is that posted on the website. Late submittals will not be accepted. Sullivan County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their Bid/RFP response electronically less than one hour prior to the Bid/RFP/RFQ opening time.

5. TABULATIONS: BIDS/RFP/RFQ/ITQ

Tabulations for Bids/RFP/RFQ/ITQ will be posted on Vendor Registry, which is accessible through the County Purchasing website.

6. <u>AWARD</u>

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose Bid/RFP/Quote is determined to be the best interest of the County. The County also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts) as may be in our best interest. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

7. NO CONTACT POLICY

From the period beginning on the date of the issuance of this ITB any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing transaction. The Solicitation form must include an authorized signature and must be notarized for the bid to be accepted.

8. PRORIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified of all information submitted as part of, or in support of, bids/ proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

9. PAYMENT TERMS AND DISCOUNTS

Payment Terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of the receipt of all material covered by the order/contract, whichever is the later date.

10. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

11. DEFAULT

Default in promised delivery and failure to comply with specifications authorizes the County to purchase supplies elsewhere and charge the difference to the defaulting vendor.

12. TERM OF CONTRACT

The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The County reserves the right to re-bid at the end of any contract period. The County may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

13. BREACH OF CONTRACT

A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide products or services that conform to the contract requirements.
- Failure to maintain/ submit any report required hereunder.
- Failure to perform in full or in part any of the other conditions of the contract.
- Violation of any warranty.

14. CONTRACT TERMINATION FOR CAUSE

If the Contractor or Vendor fails to properly perform is obligations under this contract or purchase order in a timely or proper manner, or if the contractor violates any terms of this contract, the County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contract to the next proposer or proposing again.

15. CONTRACT TERMINATION FOR CONVENIENCE

The County may, by written notice to the Contractor or Vendor to terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice termination to the vendor at least (30) days prior to the effective date of the termination. The Contractor or Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no rights to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

16. ADDITIONAL PURCHASE OPTION

This Bid includes an option to allow Sullivan County, Tennessee the right to purchase additional vehicles/equipment. The County's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The County may exercise this option clause for a period of twelve (12) months after the award of the Bid.

17. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

18. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated County location.

19. <u>TAXES</u>

The County is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.

20. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

21. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the County. Rejected materials will be returned at the vendor's expense.

22. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the County for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. Any required insurance shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

23. FORCE MAJEURE

In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.

24. WARRANTY

Unless otherwise specified by the County, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

25. EQUAL OPPORTUNITY

It is the policy of Sullivan County to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

26. IRAN DIVESTMENT

Pursuant to the Iran Divestment Act Tenn. Code Ann.§ 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: http://tennessee.gov/generalservices/article/Public-Information-Library Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106

27. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal submitted to Sullivan County, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms, and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of Sullivan County, Tennessee has promised any personal, financial, or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

28. CONFLICT OF INTEREST

a) No Board Member or officer of the County or other person whose duty it is to vote for, oversee or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.

b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Local, State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

c) The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

d) Do you or any officers/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren, or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County School System or serve on the Sullivan County Commission or the Sullivan County Board of Education? ______ Yes ______ No If you answered yes, please state the name and relationship of the employee or member of Sullivan County Commission or Sullivan County Board of Education or Sullivan County Board of Education member _______ No If Education member ________

e) Are you or any officers/part-owners/stakeholders/employees of this company also employees of Sullivan County, including the Sullivan County School System or serve on the Sullivan County Commission or Sullivan County Board of Education? _____Yes ____No If you answered yes, please state the name of the employee or Commission member or Board member

f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

29. DRUG FREE WORKPLACE REQUIREMENTS

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

30. ELIGIBILITY

The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

31. PROTEST POLICY

Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (Cashier's Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

32. GOVERNING LAW

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if disputes arise between the parties concerning any aspect of the contract and /or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County, Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Sullivan County, Tennessee.

33. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS

a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

34. BUY AMERICA REQUIREMENTS

Vendor agrees to comply with 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic Preferences for procurements, which provide that Federal Funds may not be obligated unless all steel, iron and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the products is subject to a general waiver. General Waivers are listed in 49 C.F.R. § 661.7. By submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies compliance with the Buy America Requirement.

35. CLEAN AIR ACT

Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) 36. <u>FEDERAL WATER POLLUTION CONTROL ACT</u>

(1) Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq.

(2) Vendor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance.

37. SUSPENSION AND DEBARMENT

Federally Funded procurements must not be awarded to parties that are listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidance at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., P.235). "Debarment and Suspension" Sam exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Entities must be registered in the <u>SAM.gov</u> website to be considered for award.

(1) Any agreement or award resulting from this bid is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) By Submission of this bid, vendor is certifying compliance with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or award that may arise from this offer.

38. BYRD ANTI-LOBBYING AMENDMENT

Vendors who bid for award of \$100,000 or more shall provide the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of a member of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency. By submission of this bid, vendor is certifying compliance with these requirements.

39. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</u>

40. ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The vendor will retain and will require any subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(2) Retention Period. The vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The vendor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The vendor agrees to provide sufficient access to the Federal and State Government and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The vendor agrees to permit Federal and State Government and its contractor's access to the sites of performance under this contract as reasonably may be required.

41. COMPLIANCE WITH FEDERAL LAW, REGULATINS AND EXECUTIVE ORDERS

Vendor acknowledges that Federal Grant Funds will be used to fund all or a portion of this bid. The Vendor agrees to comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

42. NO OBLIGATION BY FEDERAL GOVERNMENT

The Agency and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Vendor, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

43. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to any contract resulting from this bid.

44. NON-BOYCOTT OF ISRAEL AFFIDAVIT

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

45. SIGNATURE REQUIREMENTS

All submittals must contain the full name of the company, must be signed by a person authorized to bind that company to

a contract and notarized. Submission response to the solicitation constitutes acceptance of all terms and conditions included herein. Unsigned forms will not be considered, read, or tabulated. Bid forms may not be signed during or after the bid opening, even if a representative is present.

GENERAL PROVISIONS

1. The unit and associated equipment shall be furnished complete and in readiness for use.

2. Special Awarding Criteria. While the purpose of the bid document is to indicate certain minimum requirements, its use is not intended to relieve Sullivan County of all responsibility in making a selection which is the most suitable for the Sullivan County Sanitation Department. Although proposals may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award, but other factors will be considered, including the experience of Sullivan County and others.

3. Bidder is requested to fill out the Bid Form and General Terms and Conditions (Page 5, Section 28).

4. The bidder must accurately complete the specification form and include it as a portion of the bid. Failure to accurately complete and submit this form shall be grounds for rejection. The bidder shall complete every space, in the specification's bidder's proposal column, with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked, and a detailed description of the deviation shall be listed on a separate sheet. If no exceptions or deviations are shown, the bidder shall be required to furnish material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the vendor.

5. Any additions, deletions, variations from attached specifications must be noted. Any items appearing in manufacturer's regular published specifications furnished by bidder are assumed to be included in the "Bidder's Proposal."

BID SPECIFICATIONS FOR ROLL OFF TRUCK

SCOPE: This specification describes a new roll off truck with hoist and automatic tarper to be used in the County's refuse collections.

GENERAL: These specifications are intended to describe the minimum requirements necessary to furnish one (1) tandem axle, truck mounted Roll-Off Hoist compatible with 18'-22' Roll-Off Containers. All equipment furnished shall be new and unused. The hoist shall be a new, current, standard production model and carry a one-year warranty by the manufacturer.

PARTS MANUAL: The successful bidder shall furnish three (3) operator's manuals, one (1) complete technical manual with schematics, and one (1) complete parts and maintenance manual.

WARRANTY AND SERVICE CAPABILITIES: The manufacturer's standard guarantee against defective parts and engineering shall apply in accordance with the statement of the warranty policy. The bidder shall maintain a full-service maintenance facility and fully stocked parts facility capable of full hydraulic, electrical and body repair. This shop shall be staffed by factory-trained, qualified service personnel. The bidder shall state location and provide documentation of service facility.

TRUCK CHASSIS SPECIFICATIONS

CHASSIS: New and unused Mack 64FR, OR EQUAL, white 2023 tandem axle roll off truck.

Indicate Model proposed: _____

	DOES YOUR BID COMPLY?	
	YES	NO
Minimum Front Axle Capacity: 18,000 min. Power Steering		
Minimum Rear Axle Capacity: 44,000# Tandem with Walking Beam Suspension or similar.		
Truck Frame: 50,000 P.S.I. or more Chassis Frame – Min. Section Modulus 24 in. 3		
Required Truck CT: 174" (186" with Tarper) from the first unobstructed point behind the cab to the center of the tandem axles.		
Maximum distance for the standard length configuration from ground level to top of Frame: 43" a. Maximum Distance for the optional Length configuration from ground level to top of frame: Above 44"		
Maximum Outside Tire Spread of Tandem: 96"		
Minimum required after frame: 25" back from the center of the rear most axle.		
 GVWR Minimum 62,000 GVWR Front Axle Forward Position 18,000 lbs. Rear Tandem Axles Minimum 44,000 lbs. 		
 Engine and Engine Equipment Diesel Engine 415HP / 1650 lbFt Torque Rating Engine Compression Brake (Jacobs Type) SCR System Located RH Passenger Side Under Cab 		

DOES YOUR BID COMPLY?

		<u>YES</u>	<u>NO</u>
d.	Single Vertical Exhaust with Bright		
	Finish Elbow and Stack		
	18.7 CFM Air Compressor		
f.	3 Batteries – Group 31 – 1950 CCA Total		
	12V 160A Alternator		
	Bug Screen – Radiator Mounted		
i.	Engine Block Heater – 120V 1500W		
j.	Extended Life Coolant Rated to 34-Deg.		
3 Tr	ansmission and Drivelines		
-	Heavy Duty Automated Manual 12 Spd with up		
•	to 1920 lbFT Torque		
b.	Premium Shifter w/Auto Neutral, Rock Free & Power		
	Launch		
C.	Clutch-CLS43 B-O Meritor/Sachs, Single		
	Plate 17" Organic Material		
d.	Aluminum Transmission Bell Housing		
e.	Internal Transmission Oil Cooler		
f.	Synthetic Transmission Lubricant		
g.			
	Construction Performance		
h.	Main Driveline Meritor RPL 25 HD w/Permalube		
_	U-Joints (PROPS-L)		
i.	Interaxle Driveline Meritor RPL 20 w/Permalube		
j.	Parker GP1-80 Gear Pump with mDrive Transmission		
∕ Er	ont Axle and Equipment		
	18,000 lb. Capacity Front Axle Forward Position		
	18,000 lb. Taper leaf Front Suspension		
	Sealed Tapered Kingpins and Bearings with		
•	Unitized Wheel Hubs		
d.	Automatic Slack Adjusters		
	Shock Absorbers		
f.	Shephard SD110 + HD94 Dual Power Steering		
g.	Cast Brake Drums – Outboard Mounted		
ĥ.	16.5" x 6" Bendix Brakes		
i.	10 Hand Hole Clean Buffed Aluminum Front		
	Wheels 22.5" x 9.00"		
j.	315/80R22.5 (20,000 LBS) Steer Tires		
- -			
	ar Axles and Equipment		
	44,000 lb. Capacity Rear Tandem Axles		
	Double Reduction/Dual Reduction Rear Ends		
	4.19 Carrier Ratio		
	44,000 lb. Multipeak Camelback Style Rear Suspension Anti-Sway Springs		
f.			
١.	DIVITZE TTUTIIOTI DUSTIILIYS		

	DOES	S YOUR YES	BID COMPLY? <u>NO</u>
	 g. Driver Controlled Power Divider Lockout with Warning lamp and buzzer h. 16.5" x 7.0" Bendix Brakes i. 4S/4M ABS Wheel End Sensors j. Automatic Slack Adjusters k. Cast Brake Drums – Outboard Mounted I. MGM TRT Tamper Resistant Spring Brake Chambers 3030 Style m. Brake Chambers Reclocked for Optimum Ground Clearance n. Transverse Torque Rod o. Synthetic Rear End Lubricant p. Hub Piloted Steel Disc Rear Wheels 24.5"x8.25" q. 11R 22.5 14 Ply Traction Tread Rear Tires 		
6.	 Frame and Frame Equipment a. 273.4" Wheelbase b. 185.9" Cab to Axle c. 11.81" x 3.54" x .37" Steel Frame Rail with 5mm Steel Reinforcement d. Frame Rails to have 29.8" SM with 3,580,000 RBM e. Front Swept Back Steel Channel Bright Finish Bumper f. Plate Type Bright Finish Radiator Guard g. Front Tow Hooks h. 6" Bolt on Front Frame Extension i. 111 Gallon Aluminum D-Shape Fuel Tank on LH Side j. 6.6 Gallon DEF Tank 		
7.	 Air Brake and Electrical Systems a. Meritor / Wabco Heated Air Dryer with Coalescing Filter b. Steel Air Reservoirs c. Manual Drain Valves with Lanyards on all Tanks d. Increased Auxiliary Air Tank Capacity for One Lift Axle e. Bendix ABS with Automatic Traction Control (ATC) f. 12V Electrical System with Circuit Breakers g. Chassis and Power Wiring Harness with Heavy Duty Casings h. Body-Link Wiring with Cab Pass Through 		
8.	Paint a. Cab to be White b. Frame to be Black c. Non-Aluminum Wheels to be Powder Coat White		
9.	Cab and Accessories a. Integral Heather/Air Conditioner b. Air Ride Cab c. 4 Dome Lamps – Door and Switch Activated		

DOES YOUR BID COMPLY? <u>NO</u>

<u>YES</u>

	d.	Door trim Panels with Integrated Arm Rest and Lighted Pocket	
	Δ	Front Fender Extensions	
	f.	Bright Finish Grille and Grille Surround	
		Bright Finish Air Intake	
	•	Gauges to Include (English): Speedometer, Odometer,	
	11.		
		Voltmeter, Coolant Temp, Engine Oil Pressure,	
		Exhaust Pyrometer, Transmission Oil Temp, Fuel Level,	
		Engine Hour Meter	
	ι.	Air Pressure Gauges with Low Air Pressure Warning	
		Lamp and Buzzer	
	j.	Engine Protection Shutdown and Alarm System with	
		Monitoring for: Coolant Level, Coolant Temp, and	
		Engine Oil Pressure	
		Ungraded Interior Trim Package with Tinted Glass	
	I.	2 Air Horns – Rectangular Single Trumpet (One on	
		Each side of Roof)	
		5 Bullet Style Chrome Marker/Clearance Lamps	
	n.	Instrument Display – Enhanced 4.5" LCD Display with	
		4 Button Stalk Control, must have Internal Diagnostic	
		Capabilities and Displays	
	0.	West Coast Mirrors – Motorized and Heated with	
		Bright finish	
	р.	Convex Mirrors – RH & LH Integral with West Coast	
		Mirrors	
	q.	Overhead Storage Console with Net	
	r.	Radio – AM/FM/USB/Bluetooth/Weatherband/MP3/	
		CD Player	
	s.	CB Radio Power Leads, Dash Mounts, and Antennae	
		Leads	
	t.	Driver Seat – High Back Air Ride, Sierra Tan Vinyl/	
		Cloth Mix	
	u.	Passenger Seat – Fixed Mid Back, Steel Tan Vinyl/	
		Cloth Mix	
	۷.	Adjustable Tilt/Telescopic Steering Column	
	w.	Two Spoke Steering Wheel with Urethane Grip	
		w/Brushed Nickel Spokes	
	х.	Self-Cancelling Turn Signal Switch	
		2-Piece Windshield	
	z.	2 Speed Electric Wiper Motor w/intermittent Feature	
10.	Wa	arranties	
	a.	Please provide Documentation of Manufacturers	
		Standard Warranties	

HOIST OPERATING SPECIFICATIONS

HOIST: Tandem axle, truck mounted roll-off hoist compatible with 18' – 22' roll-off containers, Galbreath Model U5-OR-174, *OR EQUAL*. The hoist shall be new, unused, current, standard production model and carry a one-year warranty by the manufacturer. The bidder must be a factory authorized dealer capable of supplying service, factory guarantee, and parts from stock with a minimum of delay.

Indicate Model proposed: _____

		DOES	YOUR I YES	BID COMPLY? <u>NO</u>
1.	Manufacturers rated capacity: 60,000 lbs.			
2.	Manufacturers factory tested lifting and pull-on capacity: 60,000#			
3.	Recommended container lengths: 18 – 22 Ft.			
4.	Working hydraulic pressure: 1850 PSI			
5.	Approximate operating times:			
	Hoist Up = 30 seconds			
	Hoist Down = 15 seconds			
	Container On = 46 seconds			
	Container Off = 37 seconds			
6.	Raised dump angle: 48°			
7.	Lever arm: 49"			
	*Note: Factory tested with a 22 ft.			
	Container on a hard level surface			
	and a water level load in the container			

STRUCTURAL SPECIFICATIONS

		DOES YOUR BID COMPLY? YES NO
1.	Main frame: (2) 8" x 4" x ½" A500 Grade "C"	
	Rectangular tubing main rails joined in	
	Parallel by:	
	- (2) 8" x 4" x 3/8" rectangular tubing	
	crossmembers	
	- (1) 3/8" x 6" plate winch cylinder support	
	- (1) ½" x 11-1/2" x 35" A36 plate – front plate	
2.	Sub frame : (2) 3" x 2" x 205" x 3/16" A500	
	Grade "C" rectangular tubing rail joined in	
	Parallel by:	
	- (4) 3/8" x 6" A36 Plate crossmembers	
	 - (1) Rear pivot plate formed from 3/8" A36 	
	plate	

DOES YOUR BID COMPLY? YES NO

- 3. **Lower lift cylinder mounting bracket**: 1/2" A36 plate with 1" HR plate bracket welded on to support the 2-1/2" diameter 1018 CFRD lower lift cylinder shaft.
- 4. **Upper lift cylinder mounting bracket**: ³⁄₄" HR anchor plate welded to the main frame and bearing a 4" O.D. x 2-1/2" I.D. 1026 CFRD tubing collar and a 2-1/2" diameter 1018 CFRD shaft.
- 5. **Front container stops**: 1-1/2" HR plate steel
- 6. **Front container safety lock**: 1" A36 plate steel latch that is pushed up by a tempered spring when the hoist is completely lowered
- 7. **Rear hold down**: 1" HR plate steel
- Winch rail: constructed of 4" structural channel: 3/8" & ½" steel plate - helps tie main frame rails together, acts as guide for winch cylinder rod ends and protects winch cylinder rods when extended

9. Rear hinge assembly:

- a. Four 1-1/4" HR rear hinge plates welded to the hoist sub-frame
- b. Two 4-1/4" wide rear hinge castings welded to the hoist main frame
- c. Two 2-1/2" 1018 CFRD pins **Note:** The hinge assembly is fabricated with grease zerks to maintain a free floating in grease condition.

10. Rear ground roller assembly:a. 6-5/8" diameter x 23" long greaseable

- roller.
- b. 2" 1018 CFRD roller shaft
- c. Two 2" HR plate brackets for roller shaft

11. Side roller assembly:

Five per side (4" O.D. x 2" I.D.) outside

- a. Roller is a 4" O.D. x 2-1/2" I.D. 1026 CFRD tubing with a 2-1/2" O>D. x 2" I.D. 660 bronze bushing
- b. Roller shaft is 2" 1018 CFRD supported

DOES YOUR BID COMPLY? <u>YES</u> <u>NO</u>

by a $\frac{1}{2}$ " x 3" x 5" HR base plate welded to the main frame rail. The roller shaft is machined and equipped with a grease zerk to provide grease flow to two points on the shaft.

- c. The roller is secured on the shaft by a 10-gauge Washer and a 3/8" x 3" Cotter Pin.
- Cable sheave: Sheaves are a 10" ductile iron casting (tensile & compression 50,000 to 60,000 P.S.I./Yield 45,000 P.S.I. min) with a 2-7/8" O.D. x 2-1/2" I.D. 660 bronze bearing; total of 5 sheaves. Sheave groove should support the cable over 135-150° of cable circumference.
- 13. **Cable Sheave Shafts**: 2-1/2" diameter 1018 CFRD, machined and equipped with grease zerk to provide grease flow to sheaves.
- 14. **Cable Sheave Guides**: 4" structural channel
- 15. Winch Cylinder Rod Guards: 3/8" x 3" HR flat plate
- Oil Reservoir: 10 gauge and 12-gauge HR sheet steel body mounted to the truck with two ¼" HR plate brackets and two 2" Sch 80 seamless black pipe

17. ICC Bumper:

Fabricated design consisting of a 4" x 3" x $\frac{1}{4}$ " rectangular tubing welded to two 1" A36 bumper connecting arms hinged to a fabricated hinge assembly consisting of two 1" A36 hinge plates per side with a hinge pin made from 1-1/2" CR 1018 material with minimum of 64,000 PSI tensile strength; the bumper can be folded up to bottom of hoist frame and pinned in place to allow for towing trailers.

- a. ICC Bumper includes pneumatic actuator to automatically Fold Up Bumper
- Bumper automatically Folds Up completely when either the Hoist is raised enough to engage the hoist up light
- c. Bumper quickly and completely Folds Up when the

DOES YOUR BID COMPLY? <u>YES</u> NO

hoist is raised enough to engage the hoist up light which allows for immediate maximum clearance under the bumper to the ground or any obstruction underneath. Note: Bumpers with only a mechanical linkage or similar Means will slowly raise in small increments greatly Decreasing bumper to ground (or obstructions) clearance Which allows for a greater chance to damage the bumper. d. Bumper does not actuate only through a mechanical linkage or similar means. e. Bumper actuator fully raises the bumper to allow Pup trailer Jackknifing on either side of the truck f. Bumper actuator is commonly used throughout the truck industry and is readily available Bumper: 5" x 7-9/16" x 95-7/8" fabricated bumper that consists of 1/4" x 7-9/16" x 95-7/8" formed outer steel channel with 5" legs and 12 Ga. X 7" x 95-5/8" formed inner steel channel with 3-1/2" legs engineered specifically to hold clearance, tail, brake, backup, marker, license plate and turn signal lights. Cable: 7/8" diameter x 71' long, 6 x 37 EXTWRC regular right lay, core color coded and of domestic origin with a manufacturers rated capacity of 39 tons. Line pull on cable at 1850 P.S.I: 35,594# Cable Pick Up End: Cast steel swivel cable eye tested to 78,000#, and secured by cold flowing swaged fittings. **Cable anchor**: (4) 7/8" forged cable clamps, hot galvanized and of domestic origin.

Note: All main frames, subframes, and Manufactured components shall be jigged when Fabricated to assure interchangeability of parts.

18.

19.

20.

21.

HYDRAULIC SPECIFICATIONS

DOES YOUR BID COMPLY?

		<u>YES</u>	<u>NO</u>
1.	Pump: Gear type, 35 G.P.M. @ 1500 RPM		
2.	 Hydraulic Valve: a. Outside Control Levers allowing proportional control of Hoist Cylinders. b. 65 GPM Capacity. c. 5000 PSI Capacity. d. The main pressure relief valve shall be set and secured with tamper resistant seal. 		
3.	 Return Line Oil Filter: a. Internal b. Flow Rate 150 GPM. c. 3 Micron Synthetic filter with an Absolute Rating per absolute Rating per ISO4572-Beta 200 < 2.0. d. Dirt Holding Capacity of 200 grams. e. Ported to allow installation of Quick Disconnects for import of Hydraulic Oil into system. 		
4.	 Oil Reservoir: a. Oil Reservoir must be adequately sized for all hydraulic operation and to manufacturer's specifications. b. The reservoir shall be manufactured to reduce the opportunity to fill the reservoir with oil except through the return filter. 		
	c. The reservoir must be ported to allow installation of disconnects to facilitate the attachment of filter carts.d. Sight gauge to allow visual inspection of the oil level and temperature.e. 100 Micron Suction Strainer.		
	 f. 2" Ball Valve between the suction strainer and the line to the pump. g. Magnetic Drain Plug h. Kleenzoil Ready 		
5.	System Total Oil Capacity: 80 Gallons		
6.	Shutoff Valves: 2" Ball Valve		
7.	Hydraulic Fittings: JIC, O-Ring Fittings		
8.	Hydraulic Hoses: SAE 100-R2, 5000 P.S.I. Max		
9.	Lift Cylinders: (2) 7" x 72" D.A. with 4" O.D. Ground and Polished Rod Tube.		

10. **Winch Cylinders:** (2) 7" x 80" D.A. with 4" O.D. Ground and Polished Rod Tube.

11. Oil Reservoir Air Breather: Replaceable 10 Micron

TARPER SPECIFICATIONS

DOES YOUR BID COMPLY?

NO

YES

Tarper: Rack 'N Pinion Rollmaster with Gantry, Pioneer Model RP 4500 SA RG, *OR EQUAL.* The tarper shall be new and unused.

Indicate Model proposed: _____

FRAMEWORK

	DO	DES YOUR <u>YES</u>	BID COMPLY?
1.	Gantry : Vertical movement of roll base/rest assembly from 60" to 96" Stationary section legs: 4" x 3" x 3/16" A 500B steel tube Cylinder base mount: C4 x 5.4 lbs./ft "C" channel Telescopic section legs: 3-1/2" x 2-1/2" x 3/16" A 500 B steel tube	 	
2.	Roll Base: 1/8" C.R.S. fabricated weldment with internal bracing, ¹ / ₂ " C.R.S. end plates and integral mounting studs.		
3.	Roll Rest: 11 Ga. C.R.S. fabrication that incorporates a wind screen to prevent "whipping" of the tarp which results in longer tarp life. The roll rest also features a steel tarp tube, and mounting brackets to facilitate quick tarp replacement.		
4.	Spring Loaded Roller Assembly: Mounted between telescopic pivot arms 3-1/2" OD galvanized steel tube 1" solid steel shaft Sealed ball bearings		

DOES YOUR BID COMPLY? <u>YES</u><u>NO</u>

5.	Telescopic pivot arms – "Low Arm" Hydraulically adjustable in length, 36" of adjustment Cylinder w/nitride steel rod, mounted externally on base arm Base Arm: 3" x 2" x 3/16" A 500B steel tube Low Arm Extension: 1-1/2" x 2-1/2" x 3/16" A 500B steel tube with fixed 60° angle	
6.	Rack 'N Pinion Assemblies Fabricated weldment Base Tube: 2-1/2" sq. x ¹ /4" steel tube Rack Gear: T1 Abrasion resistant steel Pinion Gear: T1 Abrasion Resistant steel Moving parts are fully protected and guarded.	
7.	Chassis Mounting Tubes Fabricated weldment 2-1/2" sq x ¼" steel tube	
1.	HYDRAULICS Flow Diverter:	
	1 GPM constant flow from control port side with integral pressure relief valve	
2.	Cover Control Valve: Open center configuration Triple manually operated 4-way valves Adjustable pressure relief valve	
3.	Flow Divider/Combiner: To keep arms synchronized front to rear as well as in and out. Cartridge type 50/50 division of flow Accurate to + or – 4% of flow	
4.	Arm Movement Cylinders (Rack & Pinion) 2-1/2" Bore x 1-1/4" Rod x 16" Stroke Double Acting Chromed Rod Welded and rebuildable	
5.	Telescopic Arm Cylinders 1-1/4" Bore x ³ /4" Rod x 36" Stroke Double acting Nitride steel rod Welded and rebuildable	

DOES YOUR BID COMPLY? YES NO

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6.	Gantry Lift Cylinder: 2" Bore x 1-1/4" Rod x 36" Stroke Double acting Chromed rod Welded and rebuildable		-	
7.	Flow Controls: Adjustable and lockable to fine tune the covering and uncovering speed		-	
8.	Hoses and Fittings: Aeroquip or Equal		-	
	COVER			
1.	Fabric: Mesh with reinforcing front and rear		_	
2.	Construction: Reinforced 6 feet on both ends Shock cords on both sides allow the extra wide (9-1/2') tarp to be rolled up onto the roller assembly Pocket on rear to accept tarp tube for ease of tarp replacement		-	
	MISCELLANEOUS	6		

1. All brackets, etc. are fabricated steel weldments