



THIS FORM MUST BE COMPLETED AND SIGNED TO BE CONSIDERED VALID.

Address To: Christine Lawson
 Sullivan County Purchasing Department
 3411 Hwy 126, Ste 201
 Blountville, TN 37617-0569

Phone: (423)323-6408 FAX: (423)323-7249
 Email: christine.lawson@sullivancountyttn.gov

Date Issued: 05/24/2023

Bid Number:
 1312400048(CL)

F.O.B.: Blountville

Total Number of Pages: 12

This sealed bid in the original copy, subject to the terms and conditions on the attachment will be received by the Purchasing Agent until **2:00 P.M.**, EST on **June 21, 2023**, at which time will be publicly opened in the Court Room, Sullivan County Courthouse, Blountville, Tennessee.

IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE **"PETROLEUM PRODUCTS"**, THE DATE OF THE BID OPENING AND BID NUMBER

Bid/Quote Documentation can be found on-line at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>

Format Accepted: () Online Bid/Quote Only () Hard Copy Bid/Quote Only () Online or Hard Copy

READ THE TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Qty	U/I	Description	Unit Price	Total Price
			<p>This ITB is for a one-year contract to supply Petroleum Products, see attached, on an as needed basis for Various – Sullivan County Depts as well as Sullivan County Dept of Education.</p> <p><u>Contract Period</u></p> <p>This contract will be for a period of one year, beginning on 7/1/2023 through 6/30/2024.</p> <p><u>Unit Prices for Goods/Services shall be quoted "Net 30 Days" and shall include ALL shipping, handling, freight and/or any other costs associated to either delivery to Sullivan County location, picked up at vendor's business location and/or both (as designated). Additional delivery, loading/unloading charges and/or any other charges/surcharges will not be authorized during the contract period, unless written permission is granted by the Purchasing Agent.</u></p> <p><u>Contract Prices are subject to price escalation/de-escalation as follows:</u></p> <p>Price escalation/de-escalation is allowed no sooner than 10 days after initial contract award.</p>		

			<p>(1) written notification of price increase along with supplier source justification must be submitted to the Purchasing Agent for consideration and acceptance prior to releasing any shipment.</p> <p>(2) increase must be a result of supplier source/materials passed through with no labor, transportation or profit allowed.</p>		
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Comments:

In compliance with this Invitation to Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

(A) Specification/Letter of explanation enclosed: YES () NO ()

(B) Page 5, Section 28 **MUST** be Completed and returned with bid submittal: YES () NO ()

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.

Terms: NET 30

Signature of Authorized Representative

Subscribed and sworn to before me this _____ day of _____, 20____,

Printed Name of Authorized Representative

Notary Public

Name of Firm

Date

My Commission Expires: _____

THIS FORM MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED COMPLETE

GENERAL TERMS AND CONDITIONS

1. SUBMITTAL REQUIREMENTS

Submittals for consideration must be submitted on the form provided and bear the handwritten signature of an authorized representative of the firm and *notarized* 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 non-responsive. 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. AWARD

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. PROPRIETARY/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 its 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. TAXES

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 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 contendere 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. FEDERAL WATER POLLUTION CONTROL ACT

- (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 SAM.gov 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, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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, REGULATIONS 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. 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.

45. 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.

ATTACHMENT TO ITB 1312400048(CL)

PLEASE CAREFULLY REVIEW THE ITEMS REQUESTED AND BID ON THE ITEMS YOU CAN SUPPLY:

Instructions/Specifications:

Supply to Sullivan County the necessary motor oils and other lubricants required by various county departments as needed. Supplier is responsible for shipping and billing to the appropriate department. Invoices must be presented to our shop personnel at the time of delivery. Please see the attached list for specifications and requirements. Detailed specification sheets on the oil being offered shall be submitted with the bid. This contract will be for a twelve-month period with the option to renew for two additional one-year periods. The contract will be in effect from 07-01-2022 until 06-30-2023. Prices quoted must include all applicable fees and miscellaneous charges. Delivery of all products must be during business hours and the quantity delivered must be the quantity that was originally requested. Failure to adhere to the bid requirements stated, will result in termination of contract.

The intent of these specifications is to supply Sullivan County the necessary fluids and lubricants required by various departments of Sullivan County.

All bidders must meet all general requirements listed below. All responses shall be answered "Yes" or "No" under the Bidder's response column. "No" answers shall include Bidder's proposed substitution. In the best interest of Sullivan County, awards may be made to multiple vendors based upon price and services.

		BIDDER RESPONSE YES OR NO
1.	Contact information Requirements: Oil and Lubricant Distributors shall provide contract manager contact information to include, name, address, office telephone, mobile number, facsimile number, and email address with the bid and shall maintain contact information up to date during the term of the agreement.	
2.	Firm Fixed Pricing: Oil and Lubricant shall agree to enter a contract with Sullivan County with a guaranteed price. The contract may be renewed for two (2) additional one (1) year periods, all upon the same terms and conditions, provided the pricing is firm and any adjustments have been pre-approved, service is satisfactory and both parties are willing to renew for	

	an additional term.	
3.	Price Adjustments: After the completion of the first year and renewal terms thereof, the bidder may adjust the unit prices in accordance with the increase or decrease, if any, in the Product Price Index (PPI), using as a basis of such adjustment the "PCU324191324191 Petroleum lubricating oil and grease mfg." ("Index") for the month prior to the term expiration (either April or October), published by the Bureau Of Labor Statistics of the United States Dept. of Labor, accepting that the maximum annual increase shall not exceed 3.5%.	

The following petroleum products will be used by various departments within Sullivan County Government. At the request of these departments, only the following brands will be considered and/or accepted: ExxonMobile, ConocoPhillips, Motorcraft, Chevron, Valvoline, Shell, and Kendall. Private labels will not be considered.

****ALL 55 GALLON DRUMS MUST BE IN NEW CONDITION AND LABELS READABLE****

Prices must include all charges: freight, shipping, handling, loading, unloading, etc.

Successful vendor not meeting any or all specifications during contract period will result in service termination.

Sullivan County reserves the right to discontinue service at any location during the contract period.

ATTACHMENT TO CONTRACT BID PROPOSAL - 1312400048(CL)

PETROLEUM PRODUCTS-COUNTY DEPARTMENTS

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****ALL 55 GAL DRUMS MUST BE IN NEW CONDITION AND LABELS READABLE****

LINE ITEM	UNIT SIZE	DESCRIPTION	BRAND BID	UNIT PRICE
1	55 GAL DRUM	PREMIUM GRADE MOTOR OIL FOR GASOLINE & DIESEL ENGINES, MULTI-VISCOSITY SAE GRADE 15W-40 API CLASSIFICATIONS CJ4, CI4 PLUS, CI4, CH4, CG4, CF4, SM, SL, SJ, SH. MUST MEET CURRENT PERFORMANCE REQUIREMENTS OF CATERPILLAR, CUMMINS, J. DEERE, DETROIT DIESEL, MACK, MERCEDES-BENZ, INTERNATIONAL AND VOLVO ENGINES		
2	QUARTS 12/CASE	PREMIUM GRADE MOTOR OIL FOR GASOLINE & DIESEL ENGINES, MULTI-VISCOSITY SAE GRADE 15W-40 *TO MEET SPECS LISTED UNDER ITEM 1		
3	QUARTS 12/CASE	PREMIUM GRADE MOTOR OIL FOR GASOLINE & DIESEL ENGINES, MULTI-VISCOSITY SAE GRADE 5W-30 *TO MEET API CLASSIFICATION SM AND ILSAC GF4		
4	55 GAL DRUM	PREMIUM GRADE MOTOR OIL FOR GASOLINE & DIESEL ENGINES, MULTI-VISCOSITY, SAE GRADE 5W 30 - TO MEET SPECS AS LISTED UNDER #3		
5	55 GAL DRUM	HYDRAULIC OIL 32 *TO MEET THE FOLLOWING SPECIFICATIONS: RESISTANT TO OXIDATION, FOAMING AND CORROSION TURBINE OIL RUST TEST ASTM D665B CINCINATTI LAMB P-68 DENNISON HF0 HF1 HF2 EATON M-2950-S AND I-286-S VISCOSITY @ 100 DEGREES F. 150-170 VISCOSITY INDEX MIN. 100 POUR POINT @ 0 DEGREES F. -25 CARBON RESIDUE MAX 0.05		

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LINE ITEM	UNIT SIZE	DESCRIPTION	BRAND BID	UNIT PRICE
6	55 GAL DRUM	<p>HYDRAULIC OIL 46</p> <p>*TO MEET THE FOLLOWING SPECIFICATIONS:</p> <p>MUST CONTAIN NECESSARY ADDITIVES TO INSURE HIGH ANTIWEAR CHARACTERISTICS AND HAVE RUST AND OXIDATION INHIBITORS</p> <p>TURBINE OIL RUST TEST ASTM D665B</p> <p>CINCINNATI LAMB P-70</p> <p>DENNISON HF0 HF1 HF2</p> <p>EATON M-2950-S AND I-286-S</p> <p>VISCOSITY INDEX - MIN. 102</p> <p>OIL IS USED IN DEMPSTER-DUMPSTER REFUSE TRANSFER PACKERS #TSP-11, RUNNING HEAVY DAILY SCHEDULES.</p> <p>DEMPSTER HYDRAULIC OIL RECOMMENDATIONS/VISCOSITY REQUIREMENTS:</p> <p>NOMINAL: 150 - 225 SUS @ 100 DEGREES F.</p> <p>RUNNING: 70 - 250 SUS</p> <p>AT START UP: 4000 SUS MAXIMUM</p> <p>UNITS MAY BE INSPECTED AT THE TRANSFER STATIONS (KINGSPORT @ BROOKSIDE LANE AND BRISTOL @ RAYTHEON ROAD)</p>		
7	55 GAL DRUM	AUTOMATIC TRANSMISSION FLUID, TYPE A: DEXRON III/MERCON		
8	QUARTS 12/CASE	AUTOMATIC TRANSMISSION FLUID, TYPE A DEXRON III/MERCON		
9	QUARTS 12/CASE	AUTOMATIC TRANSMISSION FLUID:MERCON LV		
10	QUARTS 12/CASE	AUTOMATIC TRANSMISSION FLUID: DEXRON VI		
11	14 OZ 10/CASE	NLGI GRADE 2 GREASE CARTRIDGES, RED, HEAVY DUTY PREMIUM LITHIUM COMPLEX GREASE FOR ALL HEAVY DUTY ON-ROAD TRUCKING AND AUTOMOTIVE APPLICATIONS. SHELL RETINAX LX (or Equal)		
12	55 GAL DRUM	CONOCO POWERTRAN TRACTOR FLUID MUST MEET SPECS FOR JOHN DEERE JDM/J20C		
13	55 GAL DRUM	CONOCO 5W-20 MOTOR OIL (SYNTHETIC BLEND)		

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PETROLEUM PRODUCTS-COUNTY DEPARTMENTS

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LINE ITEM	UNIT SIZE	DESCRIPTION	BRAND BID	UNIT PRICE
14	QUARTS 12/CASE	CONOCO 5W-20 MOTOR OIL (SYNTHETIC BLEND)		
15	2.5 GALLONS/ 2 PER CASE	DIESEL EXHAUST FLUID (DEF FLUID)		
16	55 GAL DRUM	DIESEL EXHAUST FLUID (DEF FLUID)		
17	TANK	DIESEL EXHAUST FLUID (DEF FLUID)		
18	55 GAL DRUM	5W-30 FULL SYNTHETIC MOTOR OIL (DEXOS APROVED)		
19	55 GAL DRUM	5W-30 SYNTHETIC BLEND MOTOR OIL		
20	QUARTS 12/CASE	0W-20 SYNTHETIC BLEND MOTOR OIL		

NOTICE TO VENDORS: ALL PRICING TO BE FIRM THROUGH **AUGUST 1ST, 2023** IF AN INCREASE IS TO BE CONSIDERED AFTER THAT DATE, THE SUCCESSFUL VENDOR IS REQUIRED TO SUBMIT *WRITTEN NOTIFICATION TO THE THE PURCHASING AGENT AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE EFFECTIVE DATE OF ANY PRICE INCREASE.* THE PURCHASING AGENT HAS THE RIGHT TO ACCEPT OR REJECT ANY PRICE INCREASES. APPROVAL WILL BE DEPENDENT UPON CURRENT OPEN MARKET TRENDS.

MANUFACTURER'S PRODUCT SPECIFICATIONS MUST ACCOMPANY EACH ITEM BID!**

ALL PETROLEUM PRODUCTS BID BY YOUR COMPANY MUST BE IN COMPLETE COMPLIANCE WITH THE REQUIRED SPECIFICATIONS INDICATED FOR EACH LINE ITEM. IN ORDER TO ASCERTAIN THAT SPECIFICATIONS FOR PRODUCTS BID ARE IN CONFORMITY WITH OUR REQUESTS, BIDS MUST BE ACCOMPANIED BY COMPLETE PRODUCT SPECIFICATIONS. BIDS SUBMITTED WITHOUT THIS INFORMATION ARE SUBJECT FOR REJECTION BY THE SULLIVAN COUNTY PURCHASING AGENT!

PRODUCT SPECIFICATIONS ENCLOSED _____ YES _____ NO

DRUM CHARGES/DEPOSITS WILL NOT BE ACCEPTED!

SIGNATURE: _____	DATE: _____
Company Representative	