



WILLIAMSON COUNTY GOVERNMENT

October 25, 2019

To Whom It May Concern:

Williamson County accepting bids for two roll off trucks for the Solid Waste Department. Bid is to include delivery and minimum bid specifications are enclosed. Please note any exceptions to the bid.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened November 21, 2019, 2:00 p.m. Bids must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Roll-Off Trucks – Solid Waste, November 21, 2019, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine.

Enclosed is an *Ethical Standards Affidavit*, *Iran Divestment Act Affidavit*, *Fair Employment Affidavit*, *Immigration Attestation and Immigration Compliance Affidavit*, and *Business Tax and License Affidavit*. Please complete these documents and return them with your bid.

If you have any questions, please e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on November 15, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent



MINIMUM BID SPECIFICATIONS - NEW 2019 or 2020 MODEL TRUCK CHASSIS

For Roll-Off Hoist

255" wheelbase, 184" C.A. or as required for selected roll-off hoist system
Reinforced frame, - 3/8" x 10 3/4" + 1/4 liner - full length to bumper
Engine In-line, DD 13 Engine 6-cylinder diesel, minimum 410 hp.1550 ft.-lbs. torque,
775 cu. in./12.8 liters, 2010 EPA
Block heater
Engine alarm/shut down
Compression Brake
Compressor - 15.5 CFM, stainless braided discharge line
Air cleaner - single tank
Fan clutch, on-off – with manual select switch
Radiator – largest available; 4 coil
Antifreeze - 40 degrees below zero
Exhaust system – Horizontal After Treatment Device with Vertical Tailpipe Cab Mounted with no back of cab protrusion with manual regen switch in cab.
Fuel filter/Fuel Water Separator
Alternator - 160 amp
Batteries - Three 12 volt, 3300 cold cranking amps (1100 cca each battery)
Starter - 12 volt
Transmission – Allison Automatic Rds4700
Air shift PTO supplied for direct mounted pump
Axle temperature sensors and gauges
Front axle - 20,000 pound capacity, set back axle configuration with Synthetic Lube
Front springs - 20,000 lb. rated; with shocks
Rear axle - 46,000 lbs., ratio between 4.30:1 and 4.56:1, with Driver Controlled Traction Differential, both rear axles
Differential lock and Synthetic Lube – and axle lock with positive traction
Rear Suspension - Flexible walking beam with greaseable bronze center bushings
Drive line – Main 1810 HD; Interaxle 1710 H.D
Power steering - Gear driven; 4-quart reservoir
Front brakes - 16.5" x 6" Q+ cam type with dust shields and automatic slack adjusters
Rear brakes -16.5" x 7" Q+ cam type with dust shields and automatic slack adjusters
Front Tires – 425/65R22.5, 20 ply G296 or equal
Rear Tires – 11R22.5, 16 ply G287 or equal
Front Wheels - 22.5X12.25 10-hole, hub pilot aluminum disc
Rear Wheels - 22.5X8.25 10-hole, hub pilot steel disc
Air dryer, Heated
Tilt and telescoping steering wheel
Cup holders
Fuel tank – 100 gallon capacity, preferred driver's side
48" side mounted tool box
Dual air horns
Cab Heater, Defroster and Air Conditioner
Driver seat - High Back Air Suspension with Air Lumbar Support
Passenger seat – High Back Non Suspension
Cab Mounts – Air Suspension
Bug Screen Mounted Behind the Grill
Instrumentation - standard
Mirrors - West Coast Mirrors (Heated) with LH & RH Convex Spot Mirrors and RH Down view
Visibility Window in lower right hand door
Front tow hooks
Color - solid black cab; solid black chassis
Radio - AM/FM with speakers
CB Mount with power source and antenna

Warranty – All standard warranties in addition to a 5 year/250,000 FULL COVERAGE engine warranty. Warranty to include after treatment system (A.T.D.) and the DPF filter.

HEAVY DUTY OUTSIDE RAIL TYPE ROLL-OFF HOIST

GENERAL SPECIFICATIONS: Bidder shall furnish and install a Heavy Duty 60,000 # Outside Rail Type Roll-Off Hoists in accordance with this specification.

A. FABRICATION DETAILS (HOIST FRAME):

1. 4" x 8" x ½" tubing, no splits or welds, one-piece.
2. Grease fittings at all wear points.
3. 3" x ¼" Wear Strip on top of main frame.
4. Automatic gravity activated container locks.
5. 3" x 4" Sub-Frame.
6. 44" long rear guide angles with steel rear hold downs.
7. Outside Rollers, 3" long x 4" diameter with bronze bushings, grease fittings and outside support brackets.
8. Heavy duty ICC approved rear bumper.
9. Heavy duty 7 gauge steel full fenders with support brackets.
 - 9a. Front and center support braces for the fenders shall have at least a heavy duty steel tubing ¼" thick 3"x 4" stock. The stock shall be mounted on a heavy duty ½" steel plate 9"x12" with an angle brace in each of the upper corners for the center support and the angle braces on the front braces shall be diagonal from each other. The fenders over the front tires of the tandem where the tarpper shall be mounted shall be plated with a heavy duty steel ¼" thick from the very front of the fender to the center of the trunion.
10. 10" diameter cable sheaves with bronze bushings and grease fittings.
11. Dump angle, 52 degrees minimum.

J. HYDRAULICS:

1. Oil Pump: 42 GPM @ 1800 RPM, 3,000 PST.
2. Two (2) spool 50 GPM Control Valve with Safety By-Pass.
3. 47 gallon oil reservoir with sight gauge and 50 GPM return line filter with replaceable cartridge.
4. Operating Pressure: 1900 PSL Minimum.
5. Air-Shift PTO.
6. Interchangeable Hoist and Winch Cylinders - Single-Stage double-acting, minimum 6-1/4" bore x 80" stroke with 4- ¾" rods rated at 3,000 PSI.
7. Inside/ Outside Air Controls, with Raised-Body light

H. CABLE:

1. 7/8" x 75'0", 6 x 25 IWRC, EIPS, 79,600 Rated Breaking Strength, minimum.
2. 2" Thick Steel Cable Hook with Steel Swagged Button.
3. 2" Thick Steel Eye Anchor and five (5) U-clips.

D. OPERATING PARAMETERS:

1. Hoist Up - 27 Seconds Maximum.
2. Hoist Down - 21 Seconds Maximum.
3. Winch on - 27 Seconds Maximum.
4. Winch Off - 21 Seconds Maximum.
5. Rated Hoist Capacity - 60,000 Minimum.
6. Winch Cylinders Force - 116,582 lbs./pair minimum.
7. Lift cylinders Force - 116,582 lbs./pair minimum.

Tarpper: System shall have a spring load side arm with a hydraulically operated head roller assembly and hydraulically telescoping elevator tub. The tarping system shall be capable of covering containers of various size heights or lengths and widths of containers. Containers may range in size from 10 cubic yards (12 feet long) to 40 cubic yards (22 feet long). System must be equal to a B & B equipment's model ROC 2600 H.

BID SHEET
WILLIAMSON COUNTY
SOLID WASTE DEPARTMENT
TWO NEW, 2019 or 2020 MODEL, ROLL-OFF TRUCK

Bid: Truck chassis, roll hoist, and tarper (unit is to be delivered road ready and price is to include delivery)

Unit Price\$ _____ Total (2) \$ _____

Estimated delivery time _____
Delivery time frame will be considered in awarding this bid.

Company Name _____

Address _____

Remittance Address _____

Printed Name _____

Authorized signature _____

Email Address _____

Phone _____ FAX _____

Date _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

Ethical Standard Affidavit. After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of _____ (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

Witness: _____

Date: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Witness: _____

Date: _____

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Purchase Order

This purchase order agreement ("Agreement") is executed between **WILLIAMSON COUNTY, TENNESSEE** ("County") and _____ ("Vendor"), for the purchase, manufacture, and delivery of one (2) roll off trucks.

By submitting a bid and accepting the order, Vendor agrees to comply and be subject to the following terms. The Minimum Bid Specifications contained in the request for bids for the roll off trucks provided by or on behalf of the County are attached and made a part of this Agreement as if stated verbatim herein. Any terms and conditions provided by Vendor are only applicable and binding to the County if the terms and conditions were accepted by written agreement signed by the parties hereto.

County shall pay and the Vendor shall accept, as full and complete payment for the Vendor's timely performance of its obligations hereunder, the fixed price of _____ dollars (\$_____). The contract price shall not be modified for any reason without written approval of the County. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the Vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the Specifications.

Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

Changes to the services or goods, may be modified by the County by providing written notification to the Vendor. The Vendor agrees to cooperate in good faith with County to incorporate the change.

The Vendor shall ensure all work strictly conforms to the requirements of this Agreement, and shall provide at Vendor's expense: all labor, supervision, services, materials, supplies, equipment, and transportation.

The Vendor warrants that it is fully qualified to fulfill all of its obligations contained herein, and has and shall maintain: all licenses, permits, or other authorizations necessary to act as the Vendor, to provide the services required to fulfill all of its obligations as defined herein.

County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the Vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination that are in compliance with this Agreement.

The Vendor warrants that the labor furnished under this Agreement shall be competent to perform the tasks undertaken; and that the product of such services and labor shall yield only high quality results; and that the completed project will be of high quality and without defects. Should Vendor violate this warranty, Vendor agrees to correct the services to the satisfaction of County. These express warranties shall not be waived by reason of acceptance of payment by County. County shall not be responsible for payment of any services provided that breach these warranties.

In addition to all other warranties provided in the specifications, the Vendor shall unconditionally guarantee the materials and workmanship on all material and/or services as well as the finished product for a period of one (1) year from the date the County accepts the roll off trucks. If, within the guarantee period, any defects occur which are due to faulty material and/or services, the Vendor, at his expense, shall repair or adjust the condition or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements, or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

Any obvious error or omission in specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

Vendor warrants that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes; and it has not, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor shall indemnify, hold harmless, and defend County, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs, or expenses which County, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of Vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the gross negligence of the Vendor, its agencies, boards, commissions, officers, employees, or representatives. The obligations of Vendor under this paragraph shall survive the expiration or termination of this Agreement.

Without limiting its liability under this Agreement, the Vendor will procure and maintain at his/her expense during the life of this Agreement, any/all applicable insurance types and in the minimum amounts defined by the Williamson County Risk Manager. Vendor shall include County as an additional insured on the certificate and shall provide a copy of the certificate to the County upon request. Acceptance of Vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the Vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

This Agreement shall be governed under the laws of the State of Tennessee and venue for any legal action between the parties shall be in Williamson County, Tennessee. The Vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the services or goods or Vendor's conduct.

Vendor understands and agrees that it shall be a breach of ethical standards for any person to offer, give, or agree to give any County's employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made to such an employee or former employee by or on behalf of Vendor, a subcontractor under a contract to Vendor, or a person associated therewith, as an inducement for the award of a subcontract or commercial sales order.

Vendor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Vendor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

The ability of County to agree to release or limit Vendor's liability for any claims or damages or disclaim any of Vendor's or manufacturer's warranties or to agree to limit any of its legal remedies as provided under Tennessee law is applicable only to the degree as permissible under Tennessee Law.

Vendor shall indemnify and hold harmless, County, their officers, agents, and employees from: any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Vendor, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement and any claims, damages, penalties, costs and attorney fees arising from any failure of Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws. The County's obligation to indemnify the Vendor shall be effective to the greatest extent permissible by applicable law.

Reference to or use of Williamson County, any of its departments or sub-units, or any County official or employee for commercial promotion is prohibited.

The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Agreement or any of the rights and obligations of Vendor hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Vendor from its obligations hereunder without the express written consent of County.

The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

Vendor shall maintain documentation for all charges against the County. The books, records, and documents of the Vendor, insofar as they relate to services performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by the County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

Since the goods and services are funded by public money and due to the need for the roll off trucks, the parties agree that time is of the essence. This section does not limit any other remedy available to the County.

County is prohibited from entering into any contract with a party who is ineligible under the Iran Divestment Act. Vendor certifies under penalty of perjury that to the best of its knowledge and belief, Vendor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.

The validity, construction, and effect of this Agreement shall be exclusively governed by the laws of the State of Tennessee.

Vendor:

Date

Print Name/Title

Witness

Williamson County, Tennessee:

Rogers Anderson, Williamson County Mayor

Date

Nancy Zion, Solid Waste Director

Date