



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

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

Phone: (423)323-6400 FAX: (423)323-7249
 Email: kris.davis@sullivancountyttn.gov

Date Issued: 08/22/2022

Bid/Quote Number:
116915(KD)

F.O.B.: Blountville

Total Number of Pages: 19

This Invitation to Bid/Quote, subject 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 Thursday, September 15, 2022. Late bids will not be accepted!**

In the lower left corner of your envelope addressed to the above, mark your envelope **“116915(KD) Container Handler Truck”**.

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

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

****Funding for this bid is provided by the American Rescue Plan Act (ARPA). All entities submitting a bid must be registered in the SAM.gov website to be considered for award. ** This Bid Form and Terms & Conditions (Page 5, Section 28) must be completed and signed.**

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
1	1	Ea.	This Invitation to Bid is for a Container Handler Truck for the Sullivan County Sanitation Department. Total price to include delivery to Blountville, TN 37660 ADDENDA ACKNOWLEDGEMENT: _____, _____, _____, _____, _____ Delivery Terms: 1.Guidelines for the ARPA Grant specify delivery must be made no later than 12/31/2024. Please state estimated delivery time: _____		

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

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: _____

Email Address

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. 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 CONTAINER HANDLER TRUCK

SCOPE: This specification describes a new 2023 year or newer model Container Handler Truck to be used in the County's refuse collections.

GENERAL: These specifications are intended to describe the minimum requirements necessary to furnish one (1) 2023 or newer model. All equipment furnished shall be new and unused.

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.

**MANUFACTURERS RECOMMENDED
TRUCK CHASSIS SPECIFICATIONS**

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
1. Minimum Front Capacity: 7,000# minimum	_____	_____
2. Minimum Rear Capacity: 17,500# minimum	_____	_____
3. Truck Frame: 50,000 PSI. or more Chassis Frame Min. Section Modulus 9"	_____	_____
4. Recommended Truck CA: 80"	_____	_____
5. Minimum Required after Frame: 32"	_____	_____

TRUCK CHASSIS SPECIFICATIONS

CHASSIS: New and unused 2023 or newer Ford F-650 White Diesel Regular Cab Base, **OR EQUAL.**

Indicate Model proposed: _____

1. Engine: 6.7L Power Stroke V8 Turbo Diesel-270 HP @ 2400 RPM – Includes Engine Exhaust Brake and manual Regen capability. Torque: 700 ft.lbs. @ 1500 rpm.	_____	_____
2. Engine Block Heater, Phillips, 120 Volt/750 Watt	_____	_____
3. Active Regen Control	_____	_____
4. Transmission: Ford TorqShift HD 6-Speed Automatic – Double Overdrive, with PTO provision and Tow/Haul	_____	_____
5. Front Wheels & Tires: Wheels, Front 22.5 x 8.25 white Powder coated steel, 10-hole	_____	_____
6. Tires, Front Two 11R22.5G Goodyear Fuel Max RSA	_____	_____
7. Rear Wheels & Tires: Wheels, Rear 22.5 x 8.25 White Powder coated steel, 10-hole	_____	_____
8. Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA	_____	_____
9. Brakes: Hydraulic Brake System – Bosch HydroMax With Traction Control	_____	_____

TRUCK CHASSIS SPECIFICATIONS - CONTINUED

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
10. Front Axle & Suspension: 8,500 lb. Cap Non-driving – Dana D-850F	_____	_____
Taper-Leaf Springs, Parabolic – 8,500 lb. Cap	_____	_____
11. Rear Axle and Suspension: 17,500 lb. Single-Speed – Dana S17-140	_____	_____
Multi-leaf Springs, 19,000 lb. Cap	_____	_____
6.14 Axle Ratio	_____	_____
12. Wheelbase: 158" Wheelbase/84" CA/49" AF/246" OAL	_____	_____
13. Frame: Single Channel – Straight 'C' 12.64 SM, 50,000 PSI	_____	_____
14. Exhaust: Under Cap, Right Side Outlet, Switchback-Style	_____	_____
15. Fuel Tanks: Fuel Tank – LH 50 Gallon, Rectangular-Aluminum	_____	_____
16. Electrical/Alternator/Battery: Extra Heavy Duty Alternator		
12-Volt, 200 Amp Denso SC5	_____	_____
Jump Start Stud – Remote Mounted	_____	_____
Battery – Two 750 CCA, 1500 Total, Includes Steel Battery Box	_____	_____
Body Builder Wiring – At back of Cab, Separate – (ILO Standard – Back of Cab Combined)	_____	_____
Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, back up lamps. Also includes 2 additional pass-through wires to cab.		
Upfitter Interface Module	_____	_____
Voltmeter	_____	_____
17. Seats: 30/0/30 Fixed Driver & Fixed Passenger w/Consolelette – Vinyl	_____	_____
18. Cab – Preferred equipment package equal to the 600A		
Includes:		
Bumper, Front-Black, Full Width	_____	_____
Wheel Seals, Front – Oil lubricated, SKF ScotSeal PlusXL Seals	_____	_____
Wheel Seals, Rear – Oil lubricated, SKF ScotSeal PlusXL Seals	_____	_____
Manual Regen Initiation – Driver Interface in Message Center	_____	_____
Engine Exhaust Brake	_____	_____
Extra Heavy Duty Alternator – 12-Volt, 200 Amp	_____	_____

TRUCK CHASSIS SPECIFICATIONS - CONTINUED

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
Denso SC5	_____	_____
Painted Grille – Plastic	_____	_____
Lights – Roof Marker/Clearance – Amber Lenses, 5 Lights	_____	_____
Tow Hooks, Front (2) – Frame-Mounted, Painted Black	_____	_____
Four Body Builder Switches – Mounted in Center Instrument Panel with connector access located in Engine compartment. Amperages vary by switch: 10, 15, 25	_____	_____
Floor Covering – Black Vinyl	_____	_____
Intelligent Oil Life Monitor	_____	_____
Steering Column – Tilt / Telescoping	_____	_____
Steering Wheel – Black PVC with integral cruise Control switches, includes audio controls	_____	_____
Power Front side windows, power door lock & door Trim panel	_____	_____
Radio: AM/FM Stereo w/2 speakers, USB input, Clock display and Bluetooth	_____	_____
19. Cab Exterior: Mirrors, Dual – Heated & Motorized Rectangular, XL2020 – 96” Width	_____	_____
20. Interior Color: Gray	_____	_____
21. Exterior Color: Oxford White	_____	_____

OPERATING SPECIFICATIONS

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
1. Manufacturers Rated Capacity		
a. Lifting 8,000 lbs.	_____	_____
b. Hauling 4,000 lbs.	_____	_____
c. Rotating 4,000 lbs.	_____	_____
2. Manufacturers Factory Tested Lifting		
a. Capacity: 8,000 lbs.	_____	_____
3. Recommended Container Lengths:		
a. Front End Load Container (FEL) 2 yard to 10 yard	_____	_____
b. Rear End Load Container (REL) 2 yard to 6 yard	_____	_____

OPERATING SPECIFICATIONS - CONTINUED

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
4. Maximum Working Hydraulic Pressure: 1850 PSI	_____	_____
5. Theoretical Approximate Operating Times based on 17.5 GPM at 1500 RPM:		
a. Lift Cyl Up = 9 seconds	_____	_____
b. Lift Cyl Down = 7 seconds	_____	_____
c. Tilt Retract = 11 seconds	_____	_____
d. Tilt Extend = 9 seconds	_____	_____
e. Rotator Retract = 3 seconds	_____	_____
f. Rotator Extend = 4 seconds	_____	_____
6. Rotator has 200°	_____	_____
7. Lower Reach Height: Based on 43” Chassis Frame Height, will Reach all ANSI Complaint Containers 6 1/8”	_____	_____
8. Integrated Nylon Ratchet Straps to provide Additional securement for both REL and FEL containers	_____	_____
9. Designed to dump into standard 30 yard open Top container	_____	_____
10. Container stacking capabilities	_____	_____
The above capacity ratings are based on container’s center of Gravity out 24” on forks. With a loaded container, travel is limited to 20 MPH on a smooth, level terrain. Warning! Increased speeds and rougher terrain will substantially reduce the rated capacity of the container handler. Do not exceed rated capacity of (1) container handler, (2) container, or (3) truck. Doing so may result in damage to equipment and/or injury to persons.	_____	_____
Factory tested on a hard level surface and a water level loaded container.	_____	_____

STRUCTURAL SPECIFICATIONS

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
1. Main Frame:		
(1) Fabricated "L" type assembly specifically Designed to maximize strength to weight ratio. The assembly consists of multiple members of Rectangular Structural Tubing ASTM A500 Grade "C" and A36 and A569 Plate Corner Joining Plates	_____	_____
(2) 4" x 3" x 1/4" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails Joined in Parallel By:		
-(2) 2-1/2" x 3/16" ASTM A500 Grade "C" Square Tubing Crossmembers	_____	_____
-(2) 3" x 2" x 1/4" Angle Crossmembers	_____	_____
-(1) 3" x 2" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Crossmember	_____	_____
(2) 6" x 3" x 1/4" ASTM A500 Grade "C" Rectangular Tubing Vertical Main Rails Joined in Parallel By:		
-(1) 3" x 3/16" ASTM A500 Grade "C" Square Tubing Crossmember	_____	_____
-(2) 1-1/2" x 1-1/2" x 3/16" Angle Crossmembers	_____	_____
(2) 3" x 2" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Diagonal Main Rail Braces Joined in Parallel to:		
-(2) 4" x 3" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount	_____	_____
-(4) 3" x 3" x 1/2" Angle Crossmembers	_____	_____
(2) Lower Lift Cylinder Mounts		
-(2) 3/8" A569 Plate	_____	_____
-(2) 1/2" A36 Plate	_____	_____
-(4) Outboard Supported Lower Lift Shaft by -(4) 2-1/2" x 1-1/2" x 1" 1026 Round Mechanical Tubing Welded Collars	_____	_____
(2) Upper Tilt Cylinder Mounts		
-(4) 1/2" A36 Plate	_____	_____
-(4) Outboard Supported Upper Tilt Shaft by -(4) 2 1/2" x 1-1/2" x 1" 1026 Round Mechanical Tubing Welded Collars	_____	_____
(2) Main Frame Arm Assembly Pivot Mounts		
-(2) 1/2" x A36 Plate	_____	_____
-(2) 4" x 3" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount	_____	_____
-(4) Outboard Supported Upper Tilt Shaft by -(2) 2-1/2" x 1-1/2" x 1" 1026 Round Mechanical Tubing Welded Collars	_____	_____

STRUCTURAL SPECIFICATIONS - CONTINUED

		DOES YOUR BID COMPLY?	
		<u>YES</u>	<u>NO</u>
	-(2) 2-1/2" x 1-1/2" x 4 3/8" 1026 Round Mechanical tubing Collars Fully Welded into Vertical Main Frame Tubing	_____	_____
2.	Main Frame Arm Assembly:		
	(2) 6" x 3" x 3/8" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails Joined in Parallel By:	_____	_____
	-(2) 6" x 3" x 3/8" ASTM A500 Grade "C" Rectangular Tubing Crossmember	_____	_____
	-(1) 1-1/2" x 1-1/2" x 3/16" Angle Crossmembers	_____	_____
	(2) 3/8" x 2" x 77-3/16" A36 Plate Outboard Supported Braces	_____	_____
	-(2) 3" x 2" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Supports	_____	_____
	(2) Main Frame Arm Assembly Pivot Bushings		
	-(2) 2-1/2" x 1-1/2" x 4-3/8" 1026 Round Mechanical Tubing Fully Welded	_____	_____
	(2) Fork Mast and Rotator Pivot Bushings		
	-(2) 2-1/2" x 1-3/4" x 2-7/8" 1026 Round Mechanical Tubing Fully Welded	_____	_____
	-(2) 1-3/4" x 1-1/2" x 2-7/8" SAE 660 Bronze Tubing Bushings	_____	_____
	(2) Upper Lift Cylinder Mounts		
	-(2) 2-1/2" x 1-1/2" x 4-3/8" 1026 Round Mechanical Tubing Fully Welded	_____	_____
	-(2) Outboard Supported Upper Lift Shaft by		
	-(2) 1/2" A36 Plate	_____	_____
	-(4) 2-1/2" x 1-1/2" x 1" 1026 Round Mechanical Tubing Welded Collars	_____	_____
3.	Rotator Assembly:		
	Two Cylinder Rack and Pinion Design	_____	_____
	200° Degree Rotation	_____	_____
	Designed to Rotate and Dump to Rated Capacity	_____	_____
	Fabricated Assembly consisting of:		
	ASTM A500 Grade "C" Rectangular Structural Tubing fully welded and Gusseted	_____	_____
	Two Rotator Cylinders	_____	_____
	8" Spur Gear	_____	_____
	Two 3" x 24" Gear Racks	_____	_____
	Rotator Pin 4" C1018	_____	_____
	Two Container Lift Forks made of 1-1/2" x 4" x 60" H4150 Material	_____	_____
	Three Replaceable Polyurethane Container Bumpers	_____	_____
	Brass Bearing 4" x 3" Vertically Cast SAE 660 Bronze	_____	_____

STRUCTURAL SPECIFICATIONS - CONTINUED

		DOES YOUR BID COMPLY?	
		<u>YES</u>	<u>NO</u>
4.	Lower & Upper Lift Cylinder Shafts: 1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar	_____	_____
5.	Lower & Upper Arm Assembly Pivot Shafts: 1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar	_____	_____
6.	Lower & Upper Tilt Cylinder Shafts: 1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar	_____	_____
7.	Integrated Rear LED Light Assembly – Pintle Hook or Reese Receiver ready, Welded to the Rear of Chassis	_____	_____
8.	Rear Plate 1/4" A36 Material with 3/4" A36 Pintle Hook Mounting Plate Installed Rear Mounting Plate reinforced with two 41" long formed A36 Channels allowing for rear LED light install. Rear Assembly supported by two 1/2" x 3" A36 Struts Welded and Huck Bolted to the rear of the Chassis Rails for extra support.	_____	_____
9.	Hoist Props: Single Safety Prop	_____	_____
10.	Poly Half Round Fenders	_____	_____
11.	Rear Load Attachment All main frames and manufactured components shall be fixture when fabricated to assure interchangeability of parts.	_____	_____

HYDRAULIC SPECIFICATIONS

		DOES YOUR BID COMPLY?	
		<u>YES</u>	<u>NO</u>
1.	Pump: Direct mount gear type, 17.5 GPM at 1,500 RPM with 13 tooth, 7/8" spline, rear ported	_____	_____
2.	Hydraulic valve: Outside control levers allow for proportional control of hoist cylinders Standard operating GPM equals 17.5 System Warrantied at 1850 PSI	_____	_____
3.	Return line oil filter: Internal cartridge minimum 9" long	_____	_____

HYDRAULIC SPECIFICATIONS - CONTINUED

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
Flow rate 100 GPM	_____	_____
3-micron synthetic filter with an absolute rating per ISO4572-Beta 200 greater than 2.0	_____	_____
Dirt Holding Capacity of 115 grams	_____	_____
Ported to allow installation of quick disconnects for import of hydraulic oil into system	_____	_____
4. Oil Reservoir:		
Oil reservoir must be adequately sized for all hydraulic operation and to manufacturer's specifications.	_____	_____
The reservoir shall be manufactured to reduce the opportunity to fill the reservoir with oil except through the return filter.	_____	_____
The reservoir must be ported to allow installation of disconnects to facilitate the attachment of filter carts.	_____	_____
5" Sight gauge to allow visual inspection of the oil and temperature level	_____	_____
100 Wire Mesh suction strainer with internal bypass	_____	_____
Magnetic drain plug	_____	_____
Kleenzoil capable	_____	_____
5. System total oil capacity: 32 gallons	_____	_____
6. Shutoff Valves: 1-1/4" Ball Valve	_____	_____
7. Hydraulic Fittings: Swivel, O-Ring Fittings and JIC.	_____	_____
8. Hydraulic Hoses: SAE 100-R2	_____	_____
9. Hydraulic Tubing: 3/8"	_____	_____
10. Lift Cylinders: (2) 3-1/2" x 2" x 32" D.A.Cylinders	_____	_____
11. Tilt Cylinder: (2) 4" x 2" x 29-1/2" D.A. Cylinders	_____	_____
12. Rotator Cylinders: (2) 3" x 1-1/2" x 16"	_____	_____
13. Oil Reservoir Air Breather: Replaceable 10 Micron	_____	_____
14. Hydraulic Oil: Multi Viscosity MV36 hydraulic oil used	_____	_____

ELECTRICAL SPECIFICATIONS

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
1. FMVSS Compliant and CMVSS Compliant	_____	_____
2. Hoist Up exterior audible alarm with 2" in-cab flashing red Indicator light -Hoist up alarm must be activated by a proximity switch	_____	_____
3. Self-adjusting exterior audible back up alarm	_____	_____
4. Truck-Lite brand exterior rubber grommet mounted lighting that meets all Department of Transportation requirements	_____	_____
5. LED Lighting: Bumper lighting	_____	_____
Clearance lighting	_____	_____
Side marker lights	_____	_____
Mid body marker and turn lighting	_____	_____
6. Department of Transportation required conspicuity tape Markings	_____	_____
7. All standard lighting utilizes a sealed wiring harness designed specifically to be compatible with Truck-Lite brand components to eliminate the need for junction boxes	_____	_____
8. Inside the cab ergonomic control system housed in a powder Coated console	_____	_____

MOUNTING SPECIFICATIONS

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
1. Main pressure relief valve shall be set and secured with tamper Resistant seal when factory mounted Castrol dual viscosity ISO46 hydraulic oil used Can be certified to ISO 16/13	_____	_____
2. Non-invasive single wire electrical hook-up from truck to hoist Electrical system	_____	_____
All standard and optional equipment mounted with Huck bolt fasteners	_____	_____

MOUNTING SPECIFICATIONS - CONTINUED

	DOES YOUR BID COMPLY?	
	<u>YES</u>	<u>NO</u>
3. Outside hydraulic controls to be mounted on 3/8" A36 Steel Plate reinforced by 3/8" Formed Channel Support	_____	_____
4. Protective outside hydraulic valve cover	_____	_____
5. Phosphatize power wash system used prior to primer	_____	_____
6. Two-part epoxy primer used to prime hoist	_____	_____
7. Two-part epoxy gloss black finish paint	_____	_____
Finish paint baked at 140 degrees for a minimum of 30 minutes	_____	_____
Paint to meet or exceed IMRON 6000 specifications	_____	_____
8. Pre-delivery Inspection performed prior to delivery	_____	_____