



SOLID WASTE

INVITATION FOR BID #24-20-SW

YARD SPOTTER

Date of Issue: February 13, 2024

Questions Due Date: February 20, 2024 (Tuesday) at 12:00 PM (EST)

Bid Due Date: March 1, 2024 (Friday) at 10:00 AM (EST)

Direct all inquiries concerning this IFB to:

Sophia Murnahan

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County is soliciting bids on behalf of the Solid Waste Management department for a yard spotter.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better bid, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this IFB that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted bids.

2.2 BID SUBMITTAL

Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of bid via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>BID TITLE:</i> <i>IFB #24-20-SW Yard Spotter</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i></p>	<p><i>BID TITLE:</i> <i>IFB #24-20-SW Yard Spotter</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Finance Department</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or **before Friday, March 1, 2024, at 10:00 AM**, as per the clock in the Purchasing Office of the Finance Department. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected.

Public bid opening will be held at **10:00 AM**, as per the clock in the Purchasing Office of the Finance Department on **Friday, March 1, 2024**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- Submit **one (1) signed, original executed** bid response and **one (1)** electronic copy on a flash drive.
- Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

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- c) The electronic copy of your bid must be provided on a flash drive. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to CumberlandPurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@cumberlandcountync.gov by **Tuesday, February 20, 2024 at 12:00 PM**. Vendors should enter ***“IFB #24-20-SW Yard Spotter: Questions”*** as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this IFB. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 IFB TERMS & CONDITIONS

It shall be the vendor’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor’s bid shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County’s sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a bid, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County’s Finance Department as designated in this IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes,

unless the vendor has noticed the County Finance Department of its intent to designate any information in the bid as such and received permission from the County Finance Department to do so in writing. Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any bid marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the IFB completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to request additional quantities at the contracted price. The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest, responsive, responsible bidder method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS

4.1 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Failure to submit the requested information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. However, the specifications are not intended to exclude potential bidders. If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3. ***Where brand names are used, consider the term "or equivalent" to follow.*** If a vendor is providing a comparable item and not the exact item listed, vendor is responsible for providing literature proving comparable qualities.

The yard spotter shall be a new TICO Pro-Spotter ***or equivalent.***

Yard spotter shall include frame and equipment as follows:

- 12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft
- 116" Wheel Base
- Heavy Duty bolt on 18 Inch Bumper
- 20 Degree Rear Frame Taper for Easy Trailer Pick-up
- Rear Mud Flaps Behind Drive Axle
- Quarter Fenders and Mud-flaps Behind Steer Axle
- Holland Model 3500, 70,000 lb Fifth Wheel
- Fifth Wheel Setting - 5" Forward of C/L of Rear Axle
- Air Release Fifth Wheel with Trailer interface
- Driver Side Access to Frame
- Full Width and Height Cab Protection Bar with Integrated Trailer Stops
- Rear Light Bolt-On Plate
- Back Up Alarm
- Noise and Heat Dampening System

Yard spotter shall include front axle and equipment as follows:

- Arvin Meritor FF961 (12,000 lbs)
- 14,500 lb. Leaf Springs with Rubber Bushings
- Power Steering, Sheppard M-100
- 16" x 5" S-Cam Brakes
- Automatic Slack Adjusters
- Cast Brake Drums
- Synthetic Lube

Yard spotter shall include rear axle and equipment as follows:

- Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle. Vendor has option to give an alternative bid for Double Drive Axle.
- 16.5" x 7" Q-Series S-Cam Brakes
- Automatic Slack Adjusters
- Split Brake System, Parking Brakes on Rear Brakes
- Synthetic Lube

Yard spotter shall include engine and engine equipment as follows:

- Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM
- Cummins After Treatment with SCR and DPF
- Maximum Vehicle Speed at Rated RPM 40 MPH
- Low Oil Pressure Sensor
- High Coolant Temperature Sensor
- Dual Group 31, 730 CCA Threaded Stud, Battery
- Direct Drive Fan Hub
- Wabco 18.7 CFM Air Compressor, Turbocharged
- Fleetguard Fuel/Water Separator
- Fleetguard Oil Filter
- Radiator with Integral CAC, External Transmission Oil Cooler
- Remote Surge Tank
- 4" Exhaust with Extended Turn-Out
- Vertical Exhaust Mounted *Inboard On Cab Protection Bar
- Filter-Minder Mounted At Turbo
- Heavy Duty Exhaust System Protection
- Alternator – 160 AMP

Yard spotter shall include transmission and driveline as follows:

- Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
- 1710 Series Driveline and U-Joints
- Transmission ECU Chassis Mounted
- Aluminum Flywheel Housing
- Severe Service Flywheel/Transmission Mounts
- Push Button Electronic Shifter
- Synthetic Oil/4 Year Allison Transmission Warranty

Yard spotter shall include hydraulic system and equipment as follows:

- 20 GPM Hydraulic Pump
- 5" Power Up and Down Lift Cylinders
- Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
- Heavy Duty Boxed Boom with 1-1/2" side arms
- Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
- Cable Controlled Fifth Wheel Raise and Lower

Yard spotter shall include air and trailer equipment as follows:

- Nylon Chassis Hoses

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- (3) Painted Steel Air Tanks
- Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
- Glad-Hands, Color Coded
- 15 foot Straight Rubber Air Lines
- 7 Wire Trailer Socket and Cable
- ABS standard
- 45 degree Glad Hand Bucket

Yard spotter shall include tires and wheels as follows:

- 11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
- 22.5 x 8.25 Std. Offset Hub Piloted Wheels

Yard spotter shall include fuel tank as follows:

- 65 Gallon Painted Steel Stair Tread ® Tank with Non-Skid on Steps
- Tank Mounted on Driver Side Frame Rail

Yard spotter shall include battery box as follows:

- Painted Steel Battery Box
- Rubber Matting on Top and Bottom of Battery Box Interior

Yard spotter shall include cab and equipment as follows:

- Fiberglass Composite Cab with Extended Head Room
- Sealed Front of Cab PDC with Easy Access Panels
- Dual Air-Bag Cab Suspension
- Electric/Hydraulic Cab Lift with Integral Cover
- Bolt-on Right Side Galvanized Mirror Stanchion
- Dual West Coast Mirrors 118 Inches Wide
- 3 Point Orange Seat Belt with “Komfort” Latch
- Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
- Sun Visor, Transparent
- Laminated Front Windshield
- 66 ” H x 27.5 ” W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
- Power (Up/Down) Driver Side Window
- Rear Window Behind Driver
- 18” Cushioned Grip Tilt Steering Wheel
- Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
- 49,000 BTU Fresh Air Heater with Integral Defroster
- Electric Horn
- All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
- Fuse Breaker Box on Side of Dash for Easy Access
- Glove Box on Right Side of Cabin
- 2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
- Air Pressure Gauge Mounted on Dash
- Hour Meter Mounted on Side of Cab
- Keyed Ignition Mounted on Dash

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- (1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
- (2) LED Spot Lights Mounted On Top of Cab Protection Bar
- Dash "LED" Warning Lights/Displays with Dimmer
- Speedometer
- LED Turn Signals
- ICC LED Cab Clearance Lights
- Headlights with High Beam and Tail Lights
- Fuel and DEF Gauges in Dash
- Coolant Temperature Gauge In Dash
- Oil Pressure Gauge In Dash
- Low Air Warning Buzzer
- LED Dome Light

Yard spotter shall include additional required options as follows:

- Engine Block Heater with Front Receptacle
- Full Over the Tire Flexible Rear Fender
- Front and Rear Mud Flaps
- Bolt On Tow Pins for 18" STD Bumper
- Bendix ADIP Air Dryer
- Heated Spitter Valve
- Windshield Washer System
- Dual Air Horn
- Right Side Cab Fan
- West Coast Side Mirrors, Heated
- 8" Convex Mirrors, Heated
- Fire Extinguisher, 5lbs
- USB Port, Electric Receptacle in Dash
- Heater with Integral Air Conditioning
- Coiled 7 Wire Trailer Light "Cable"
- LED Amber Strobe
- Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators

Yard spotter cab color shall be gel coat white.

Yard spotter wheels shall be white.

B. COST

Cost must be submitted using ***Attachment C: Bid Cost***. Cost shall be all inclusive, to include any additional fees, installation costs, or delivery costs. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract term shall last until all obligations of the parties have been satisfied, beginning on the date of contract award (the "Effective Date").

5.6 PRICING

Bid price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this IFB.

5.7 INVOICES

- a) Invoices must be submitted to the following address:
- Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301

Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or

are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its bid herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this IFB may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this IFB begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive minor informality in bids and to reject bid with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the bid are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the bid.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract

term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this bid, the undersigned vendor certifies that this bid is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all bids or reject specific bids with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a bid packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the items/services specified in the IFB.
- _____ This bid was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing IFB, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: BID COST

Solid Waste Yard Spotter	
The yard spotter shall be a new TICO Pro-Spotter <i>or equivalent</i> .	
Yard spotter shall include frame and equipment as follows:	
•	12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft
•	116" Wheel Base
•	Heavy Duty bolt on 18 Inch Bumper
•	20 Degree Rear Frame Taper for Easy Trailer Pick-up
•	Rear Mud Flaps Behind Drive Axle
•	Quarter Fenders and Mud-flaps Behind Steer Axle
•	Holland Model 3500, 70,000 lb Fifth Wheel
•	Fifth Wheel Setting - 5" Forward of C/L of Rear Axle
•	Air Release Fifth Wheel with Trailer interface
•	Driver Side Access to Frame
•	Full Width and Height Cab Protection Bar with Integrated Trailer Stops
•	Rear Light Bolt-On Plate
•	Back Up Alarm
•	Noise and Heat Dampening System
Yard spotter shall include front axle and equipment as follows:	
•	Arvin Meritor FF961 (12,000 lbs)
•	14,500 lb. Leaf Springs with Rubber Bushings
•	Power Steering, Sheppard M-100
•	16" x 5" S-Cam Brakes
•	Automatic Slack Adjusters
•	Cast Brake Drums
•	Synthetic Lube
Yard spotter shall include rear axle and equipment as follows:	
•	Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle. Vendor has option to give an
•	16.5" x 7" Q-Series S-Cam Brakes
•	Automatic Slack Adjusters
•	Split Brake System, Parking Brakes on Rear Brakes
•	Synthetic Lube
Yard spotter shall include engine and engine equipment as follows:	
•	Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM
•	Cummins After Treatment with SCR and DPF
•	Maximum Vehicle Speed at Rated RPM 40 MPH
•	Low Oil Pressure Sensor
•	High Coolant Temperature Sensor
•	Dual Group 31, 730 CCA Threaded Stud, Battery
•	Direct Drive Fan Hub
•	Wabco 18.7 CFM Air Compressor, Turbocharged
•	Fleetguard Fuel/Water Separator
•	Fleetguard Oil Filter
•	Radiator with Integral CAC, External Transmission Oil Cooler
•	Remote Surge Tank
•	4" Exhaust with Extended Turn-Out

• Vertical Exhaust Mounted *Inboard On Cab Protection Bar
• Filter-Minder Mounted At Turbo
• Heavy Duty Exhaust System Protection
• Alternator – 160 AMP
Yard spotter shall include transmission and driveline as follows:
• Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
• 1710 Series Driveline and U-Joints
• Transmission ECU Chassis Mounted
• Aluminum Flywheel Housing
• Severe Service Flywheel/Transmission Mounts
• Push Button Electronic Shifter
• Synthetic Oil/4 Year Allison Transmission Warranty
Yard spotter shall include hydraulic system and equipment as follows:
• 20 GPM Hydraulic Pump
• 5” Power Up and Down Lift Cylinders
• Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
• Heavy Duty Boxed Boom with 1-1/2” side arms
• Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
• Cable Controlled Fifth Wheel Raise and Lower
Yard spotter shall include air and trailer equipment as follows:
• Nylon Chassis Hoses
• (3) Painted Steel Air Tanks
• Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
• Glad-Hands, Color Coded
• 15 foot Straight Rubber Air Lines
• 7 Wire Trailer Socket and Cable
• ABS standard
• 45 degree Glad Hand Bucket
Yard spotter shall include tires and wheels as follows:
• 11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
• 22.5 x 8.25 Std. Offset Hub Piloted Wheels
Yard spotter shall include fuel tank as follows:
• 65 Gallon Painted Steel Stair Tread ® Tank with Non-Skid on Steps
• Tank Mounted on Driver Side Frame Rail
Yard spotter shall include battery box as follows:
• Painted Steel Battery Box
• Rubber Matting on Top and Bottom of Battery Box Interior
Yard spotter shall include cab and equipment as follows:
• Fiberglass Composite Cab with Extended Head Room
• Sealed Front of Cab PDC with Easy Access Panels
• Dual Air-Bag Cab Suspension
• Electric/Hydraulic Cab Lift with Integral Cover
• Bolt-on Right Side Galvanized Mirror Stanchion
• Dual West Coast Mirrors 118 Inches Wide
• 3 Point Orange Seat Belt with “Komfort” Latch
• Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
• Sun Visor, Transparent
• Laminated Front Windshield

• 66 " H x 27.5 " W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
• Power (Up/Down) Driver Side Window
• Rear Window Behind Driver
• 18" Cushioned Grip Tilt Steering Wheel
• Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
• 49,000 BTU Fresh Air Heater with Integral Defroster
• Electric Horn
• All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
• Fuse Breaker Box on Side of Dash for Easy Access
• Glove Box on Right Side of Cabin
• 2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
• Air Pressure Gauge Mounted on Dash
• Hour Meter Mounted on Side of Cab
• Keyed Ignition Mounted on Dash
• (1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
• (2) LED Spot Lights Mounted On Top of Cab Protection Bar
• Dash "LED" Warning Lights/Displays with Dimmer
• Speedometer
• LED Turn Signals
• ICC LED Cab Clearance Lights
• Headlights with High Beam and Tail Lights
• Fuel and DEF Gauges in Dash
• Coolant Temperature Gauge In Dash
• Oil Pressure Gauge In Dash
• Low Air Warning Buzzer
• LED Dome Light
Yard spotter shall include additional required options as follows:
• Engine Block Heater with Front Receptacle
• Full Over the Tire Flexible Rear Fender
• Front and Rear Mud Flaps
• Bolt On Tow Pins for 18" STD Bumper
• Bendix ADIP Air Dryer
• Heated Spitter Valve
• Windshield Washer System
• Dual Air Horn
• Right Side Cab Fan
• West Coast Side Mirrors, Heated
• 8" Convex Mirrors, Heated
• Fire Extinguisher, 5lbs
• USB Port, Electric Receptacle in Dash
• Heater with Integral Air Conditioning
• Coiled 7 Wire Trailer Light "Cable"
• LED Amber Strobe
• Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators
Yard spotter cab color shall be gel coat white.
Yard spotter wheels shall be white.
Delivery \$

Bid Number: IFB #24-20-SW Yard Spotter

Additional Fees:
Total Bid: \$

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the vendor]