INVITATION TO BID, BID, AND CONTRACT AWARD

GREENE COUNTY PURCHASING DEPARTMENT
204 N. CUTLER ST., SUITE 209
GREENEVILLE, TENNESSEE 37745

INVITATION TO BID

BID
(Bidder to complete all blanks)
RETURN BID IN SEALED ENVELOPE

The undersigned agrees, if this bid is accepted within time specified elsewhere herein, to furnish all supplies/services identified herein at the prices set forth beside each item specified herein in strict accordance with the bid specifications. Such delivery shall be made with days of receipt of notice to proceed.
Payment Terms: % Days (Offers of less than 20 days will not be considered in bid evaluations).

TYPED SIGNATURE BY

(Handwritten signature by authorized officer of firm or agent) (Date)

(TITLE) PHONE NO.

Bid No. _116-1297 Wheel Loader____Bid Opening Date:__ September 10, 2026___ Time:_2:00 ___

Title: Wheel Loader BABA compliant Buyer: KRYSTAL JUSTIS Phone:**423-798-1700**

Date Issued:	**F.O.B. Point GREENEVILLE**	**This Bid is**
September 1, 2026		X **Formal** Informal

TERM OF CONTRACT

X ONE TIME PURCHASE **ONE YEAR FIXED PRICE CONTRACT** OTHER

BID DEPOSIT REQUIREMENTS

X NONE REQUIRED CHECK OR BOND $_____ (SEE GENERAL CONDITIONS ENCLOSED)

PERFORMANCE BOND

X NOT Required To be submitted in amount of _____% of contract total

SAMPLES

Samples are to be submitted with Bid
NOT Required

X **IF REQUESTED**
Samples are to be submitted within 10 days after notification

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

To be submitted with Bid
NOT Required

X To be submitted on Brand substitutions only

GREENE COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference

CONTRACT AWARD

Date_____Contract No._____Contract Period_____ to_____

The above bid is accepted in the amount of $_____as pertains to item(s)_____
Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

GREENE COUNTY, TENNESSEE

BY_____

TERMS AND CONDITIONS OF THE INVITATIONS FOR BIDS

AWARD

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality or irregularity in bids received. The County may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for quantity less than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the County price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

PREPARATION OF BIDS

(A) Bidders are expected to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish the information required by the Invitation. The bidder shall sign the invitation and print or type his name on each schedule continuation sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Bids will not be considered unless they are submitted on the enclosed form.

(C) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the schedule continuation sheet for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Oral explanation or instructions given to a prospective bidder concerning an Invitation will be furnished to all prospective bidders as an amendment to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uniformed bidders.

ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATIONS

Receipt of an amendment to an Invitation by a bidder must be acknowledged on the bid form.

SUBMISSION OF BIDS

(A) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Greene County Purchasing Department, 204 North Cutler Street, Suite 209, Greeneville, TN 37745. The bidder shall show the hour and date specified in the Invitation for the receipt, the Invitation number, and the name and address of the bidder on the face of the envelope.

(B) Samples of items, when required, must be submitted within time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified in the Invitation.

FAILURE TO SUBMIT BID

If no bid is to be submitted do not return the invitation unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to bid or to notify the issuing office that further invitations are desired, may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.

MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for the receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communications should not reveal the bid price but should provide the additional subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the Invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephonic requests to withdraw a bid will not be considered.

LATE BIDS AND MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and the time for the bid closing. Should the United States Postal Service be used for mailing this bid or modification, and the bid or modification is received after the date and time of bid closing but before award, the post office must have postmarked or certified that the envelope was received in time to have normal postal service in order to receive consideration. Company postage meter date is not acceptable as evidence of the date of mailing.

SELLER'S INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information:

Contract number (if any), purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Greene County Purchasing Department, 204 North Cutler Street, Suite 209, Greeneville, TN 37745.

BID DEPOSITS

_____Bid deposit not required

_____Bid deposit required – note the following:

The bidder will furnish a bid deposit in the form of a bond, certified check, company or personal check, cash or bank draft in the amount of

$_____made payable to the Greene County Trustee, for the measure of the liquidated damages which the County will sustain and

the proceeds thereof will become property of the County if for any reason the bidder:

(A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder or

(B) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the County within_____

a Performance Bond, if required; and the written agreement, formally evidencing the times of the Invitations for Bids and his bid as submitted.

The bidder further agrees that the County will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposits set down herein before to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one of the reasons stipulated.

PERFORMANCE BONDS

____Performance Bond not required.

_____Performance Bond required – note the following:

The successful bidder will furnish a Performance Bond made payable to Greene County Trustee in the form of a bond, certified check, cash or bank draft of equal amount to the bid if under $10,000. In the event that the successful bid is over $10,000, the amount of the bond shall be $10,000 plus 50% of the amount by which the contract price exceeds $10,000. This bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

COMPLIANCE WITH LAWS

The bidder shall comply with all laws relating to sale of and purchases by County governments insofar as they pertain to the purchase made under this contract.

QUALIFICATIONS OF BIDDERS

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

MATERIAL AND AVAILABILITY

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County liaison immediately if material specified is discontinued, replaced, or not available for an extended period of time.

DELIVERY

Indicate delivery in calendar days after receipt of order_____

This delivery is firm and must be met. Request for extensions will not be considered except as noted under Clause 9 and under Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery. Delivery will be f.o.b. destination; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. Delivery f.o.b. destination will be to the following location: **GREENEVILLE**

FEDERAL TAX AND STATE SALES TAX

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon request of the contractor.

GUARANTEE

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

PLEASE NOTE

Greene County does not accept bids by facsimile.

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

A. The "County" is Greene County, Tennessee, and includes its designated representatives.

B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

C. The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

D. A "Subcontractor", is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services for the project.

E. The NIGP *Dictionary of Purchasing Terms,* Second Edition, 1974, published by the National Institutes of Government Purchasing, will govern on questions as to any other definition in this contract.

2. CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

3. TRANSPORTATION CHARGES

When terms of delivery or conditions of this order are f.o.b., destination, all transportation charges shall be paid by the seller.

4. PACKAGING

The County will not be liable for any charges for drayage, packaging, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

5. INSPECTION AND ACCEPTANCE

No material received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time of the defects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return offered to the County arising from the County's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

6. WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample, or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said material or goods or by payments for them.

7. PATENTS

The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

8. QUANTITIES

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at sellers expense.

9. ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

10. INVOICES

Delay in receiving invoices, also errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

11. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the items hereof including the warranties of the seller, the County may cancel this contract of affirm the contract and hold the seller responsible for damages

12. COMPLIANCE WITH APPLICABLE LAWS

The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipally or any other governmental authority or agency in the manufacture or sale of the items covered by this order.

13. TIME OF DELIVERY

To insure adequate service level to the people, Greene County requires that all material ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

14. NOTICE AND SERVICE THEREOF

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted, by certified or regular mail, to said contractor or his representative on the work.

15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

16. TERMINATION OF CONTRACT

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the contractor will be liable for excess cost occasioned thereby.

17. RESPONSIBILITY FOR SUPPLIES

The contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risk for rejected supplies after notice of rejection.

18. CONTRACT MODIFICATION

The contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

19. INDEMNIFICATION AND INSURANCE

If any such work covered by this contract is to be done on the County's premises, contractor agrees to carry liability and Worker's Compensation, satisfactory to the County, and to indemnify the County .against all liability, loss and damage arising out of any injuries to persons and property caused by the contractor, his employees or agents. Upon request the contractor will furnish written evidence of such insurance coverage.

20. PUBLIC NOTICE-TITLE VI OF THE 1964

CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Greene County.

STATEMENT OF NONINVESTMENT REQUIRED FOR BID

PER TENNESSEE CODE ANNOTATED TITLE 12 PUBLIC PROPERTY, PRINTING AND CONTRACTS; CHAPTER 12 IRAN DIVESTMENT ACT TCA 12-12-111 BIDDER MUST AFFIRM THE FOLLOWING: "BY SUBMISSION OF THE BID, EACH BIDDER AND EACH PERSON SIGING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY HERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT EACH BIDDER IS NOT ON THE LIST CREATED PUSUANT TO TENN. CODE ANN .12-12-106."

NON-BOYCOTT OF ISREAL

TENN. CODE ANN. 12-4-119 PROHIBITS ENTITIES (INCLUDING COUNTIES) FROM ENTERINGING INTO A CONTRACT UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE COMPANY IS NOT CURRENTLY ENGAGED IN AND WILL NOT BE ENGAGED IN FOR THE SURATION OF THE CONTRACT, A BOYCOTT OF ISREAL. ANY CONTRACT ENTERED INTO OR AFTER JULY 1, 2022 THAT FAILS TO COMPLY WITH THE LAW IS VOID. THE LAW DOES NOT APPLY TO CONTRACTS WITH A VALUE OF LESS THAN $250,000 OR INCONTRACTS WHERE THE SUPPLIER HAS LESS THAN TEN EMPLOYEES.

GREENE COUNTY INSURANCE CHECKLIST

ALL COVERAGES ARE REQUIRED AND MUST BE PROVIDED WHEN CONTRACT IS AWARDED

COVERAGES REQUIRED	MINIMUM LIMITS REQUIRED
1. Workers' Compensation & Employer's Liability	Statutory Limits $100,000 per occurrence, $100,000 disease, $500,000 annual aggregate
2. Commercial General Liability to include Contractual Liability, XCU, Personal Injury Perils, Products Liability and Completed Operations Liability	$1,000,000 per occurrence, $2,000,000 annual aggregate
3. Business Auto Liability, Personal Injury. (Symbol 1)	$1,000,000 combined single limits
4. Excess Umbrella Liability with Contractor's Form, Liability Coverage	$1,000,000 excess of above coverage $5,000,000 for large projects or high risk
~~5.~~ Builder's Risk --------installation floater	
6. Professional Liability	$1,000,000 per occurrence $2,000,000 annual aggregate

7.. Greene County Government" shall be named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Greene County has an insurable interest. This requirement does not apply to workers' compensation and/or professional liability type insurance and/or errors and omissions type insurance(s).

8.. Cancellation clause on any insurance certificates MUST read, "Should any of the above policies be cancelled, the issuing company will mail 30 days written notice to the certificate holder." Strike out "endeavor to" and the last two lines.

Any deviation from the above requirements shall be disclosed to the Greene County Purchasing Agent. Coverages specified above shall be written on an "occurrence" coverage form suitable to Greene County Government and must state bid number and bid title. Complete copies of insurance policies shall be provided upon request. Insurer's A.M. Best Rating Guide shall be an A- ratting or better and VIII or better.

Certificate Holder shall be: Greene County Purchasing, 204 N. Cutler St., Suite 209, Greeneville, TN 37745

BIDDER STATEMENT

I understand the insurance requirements of these specifications and will comply in full if awarded this contract.

_____ _____

BIDDER SIGNATURE DATE

For Office Use Only:

Bid No. _____ **RISK: High**_____

Contract Date: _____ **Medium**_____

Low_____

BIDDER'S CHECKLIST

PLEASE FOLLOW THE REQUIREMENTS LISTED BELOW:
X

_____ 1. CHECK YOUR BID TO PREVENT COSTLY ERRORS OR AVOID HAVING YOUR BID REJECTED.

_____2. BIDS MUST BE MANUALLY SIGNED IN INK IN THE SPACES PROVIDED ON THE FORM(S).

__X___3. EACH CORRECTION, ALTERATION, OR CHANGE MADE ON THE BID RESPONSE MUST BE INITIALED IN INK.

_X____4. IN THE CASE OF ERRORS IN THE EXTENSION PRICE, THE UNIT PRICE WILL GOVERN.

_____5. IS THE BID IN ACCORDANCE WITH THE UNIT OF MEASUREMENT REQUESTED (I.E. CASE, PACKAGE, EACH)

_X____6. CHECK BID DOCUMENTS FOR REQUIREMENTS (I.E. SAMPLES, DESCRIPTIVE LITERATURE, TECHNICAL DATA).

_X____7. RETURN ONE BID PER ENVELOPE.

_X____8. THE ENVELOPE MUST BE CLEARLY MARKED AND LABELED ON THE OUTSIDE REFERENCING THE APPLICABLE SOLICITATION NAME, NUMBER AND THE OPENING DATE. (IF YOU USE A DELIVERY SERVICE SUCH AS UPS, FEDERAL EXPRESS, ETC., BE SURE THAT YOU PUT THE SAME INFORMATION ON THE OUTSIDE OF THEIR DELIVERY ENVELOPE ALSO.)

__X___ 9. PRINT OR TYPE THE FIRM'S NAME AND RETURN ADDRESS ON THE ENVELOPE.

___X__10. RETURN YOUR BID TO THE GREENE COUNTY PURCHASING DEPARTMENT, 204 NORTH CUTLER STREET, SUITE 209, GREENEVILLE, TENNESSEE 37745.

___X__11. BIDS MUST BE RECEIVED AT THE DESIGNATED LOCATION ON OR BEFORE THE DATE AND HOUR DESIGNATED FOR THE BID OPENING.

_X____12. IF BIDDING ON A CONSTRUCTION PROJECT EQUALING OR EXCEEDING $25,000 YOUR CONTRACTOR'S LICENSE NUMBER, EXPIRATION DATE, AND CLASSIFICATION MUST BE LISTED ON THE OUTSIDE ENVELOPE.

___X__13. BID BONDS WHEN REQUIRED MUST BE INCLUDED WITH BID.

___X__14. DRUG FREE WORKPLACE AFFIDAVIT.

Greene County Solid Waste department is seeking bids under the Build America, Buy America (BABA) Act for a Caterpillar 938 Wheel Loader or equivalent. Specifications listed below on equipment needs to be as specified. **Must be BABA certified compliant**.

- Cab heat and air
- Waste handling package (cylinder guards, under carriage guard, light guards and cab guards)
- Solid Tires
- Extra counter weight
- Auxiliary third function lines
- Rear object detection
- 360 cameras
- Fusion coupler
- 60 month/ 5,000-hour warranty or equivalent

BABA Certified Compliant YES_____ NO _____

Price $ _____

Warranty _____

Availability _____

Delivery _____

COMPANY_____

AUTHORIZED REPRESENTATIVE (PRINT)_____

SIGNATURE_____

ADDRESS_____

CITY_____STATE_____ZIP_____

PHONE_____FAX_____
TOLL FREE NUMBER IF AVAILABLE TOLL FREE IF AVAILABLE

E-MAIL ADDRESS OF CONTACT_____

COPY OF GREENE COUNTY BUSINESS LICENSE (IF APPLICABLE)

STATE OF TENNESSEE SALES TAX NUMBER (IF APPLICABLE)

FEDERAL TAX IDENTIFICATION NUMBER (EIN)_____

KRYSTAL JUSTIS

SIGNATURE ON FILE

PURCHASING AGENT