

INVITATION TO BID
CITY OF LANDER
LANDER, WY 82520
PHONE: (307) 332 2870

BID NUMBER: E0524 CONTACT: Lance Hopkin OPEN DATE: JUNE 17, 2024 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for furnishing one Combination Sewer Cleaner Unit for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the required specifications and documents in the Bid Packet. The Bid Packet, including Bid Form Number:E0524, Combination Sewer Cleaner Unit Specifications, Federal Acquisition Requirements (clauses required to be in the contract), Certification Regarding Lobbying, and SRF Special Conditions that must be submitted with bids may be picked up at City Hall, 240 Lincoln Street, Lander, Wyoming, 307-332-2870 or online at the City of Lander's website, www.landerwyoming.org.The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions prior to the bid opening, in order for the substitute equivalent to be considered. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than May 15, 2024, at 1:30 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

Rachelle Fontaine
City Clerk

Publish: Lander Journal
May 25, 2024, June 1, 2024,
and June 8, 2024

BID FORM

BID NUMBER E0524

ITEM DESCRIPTION: Combination Sewer Cleaner Unit

Bidder to specify Make/Model/Year of vehicle

(Total/Qty 1) \$ 503,846⁰⁰

Please state delivery time frame: 30-60 # DAYS ARO

A bid guarantee in the amount of 5% of the total bid amount as required by Wyoming Statute 15-1-113 must be submitted with your bid (see paragraph 15 of the General Provisions attached). If claiming to be a resident bidder, please attach a copy of your "State of Wyoming Certificate of Residency Status".

The undersigned bidder certifies that the firm submitting this bid is [] is not [] a Wyoming resident bidder as defined by Wyoming Statute §16-6-101.

The undersigned bidder certifies that the bidder's vehicles comply with and meet the specification requirements for Bid Number E0524 as set forth in the Mechanical Street Sweeper Specifications.

Bidder's Name: <u>Joe Johnson Equipment, LLC</u>	E-mail: <u>alogan@jeusa.com</u>
Bidder's Address: <u>745 Parkway Lane</u>	City: <u>Billings</u> St. <u>MT</u> Zip <u>59101</u>
Phone: <u>406-591-4018</u>	Fax:
Signature: <u>[Signature] - Art Logan</u>	Title: <u>Regional Sales Manager</u>

GENERAL PROVISIONS

- Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless the alternate was previously approved by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature

shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.

- Bids may not be withdrawn for a period of 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
- Bids will be publicly opened and read at the time and place advertised for opening of bid, as shown on the "Invitation to Bid". Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than ten (10) days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope which shows the bid number or name of item or service being bid, and date and time of opening to ensure against premature opening of the bid. Faxed or emailed bids will not be accepted. If the City of Lander City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that City Hall is officially open.
- Award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. Basis for award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowances, discounts, and other factors that may be indicated in the "Invitation to Bid". Prompt payment discounts of less than 20 days will not be considered in award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. Basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or service to be purchased as a result of this

invitation to bid. The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.

- When an item requested in the bid is identified by a brand name, trade name, or catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates, and he has obtained prior approval from the City for the item. The reference to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the bidder articles that will be satisfactory. Bid for other brands, makes, etc., will be considered provided the bidder clearly states on their proposal exactly what they are proposing to furnish, and has submitted to the City at least **ten (10)** days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by this bid, and has obtained the prior approval of the City for the proposed "equal". The City reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the state.
- All items proposed shall be new and the manufacturer's current model unless the City specifically requests or addresses used or demo products in the specifications. The City reserves the right to call for a demonstration of products or services at no cost to the City prior to award of the bid.
- All bid prices shall be quoted F.O.B. to the applicable City Department, Lander, Wyoming, unless the City specifically states otherwise elsewhere in the bidding documents.
- All applicable federal, state, and City laws, ordinance or regulations shall apply to products or services purchased because of this bid. The provisions of Wyoming Statute § 15-1- 113, incorporated herein by reference are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the state of Wyoming.
- The bidder shall state a warranty on labor and materials in months, years, hours, miles, etc., as applicable. The bidder shall assume all costs of all labor, materials, per diem, freight, transportation, and any other items incidental to warranty maintenance or repairs.
- The bidder shall comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected from the City of Lander. If the bidder or the bidder's employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

Equal Employment Opportunity. Bidders on this work will be required to comply with the president's Executive Order No. 11246. The Borrower shall include the eight equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.

- All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy, qualifying disability, sexual orientation, or gender identity. The bidder agrees to include the language of this paragraph in all agreements associated or connected in any way with furnishing of products or services as a result of this bid.
- In submitting a bid for this project, the bidder agrees if awarded the bid, to defend, hold harmless, and indemnify the City, its officials, employees and authorized volunteers against any claims and costs, including attorney's fees, arising during, or resulting from the successful bidder's performance of any work or furnishing any product, and shall carry such liability insurance as necessary to achieve this objective. The successful bidder acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City hereunder. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101, et seq. for any claim arising out of the performance of this work.
- Parts of these General Provisions may be supplemented or superseded by specific requirements of the Invitation to Bid, Specifications, or Special Provisions.
- The bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid, if the total bid amount is \$35,000.00 or more. The 5% bid guarantee may be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming or a cashier's check made payable to the City of Lander. Cash deposits, personal checks, or company checks (unless certified) will not be accepted. In the event Trade-Ins are shown on the "Invitation to Bid," the bid guarantee shall include the total value of the Bid amount, including the value of Trade-Ins. For example, if the Bid amount includes \$50,000 in equipment and \$10,000 in Trade-Ins, the bid guarantee would be \$3,000 (5% x (\$50,000 + \$10,000)). The bid guarantee will ensure that the bidder will not withdraw his bid within 45 days after the bid opening, and that he will execute the contract and furnish such bonds, insurance certificates, and other documents; as required in the Bidding Documents; and in the event of the bidder's failure thereof, the bidder shall be liable to the City on account of the default for the amount of the bid guarantee as liquidated damages in accordance with Wyoming Statute § 15-1-113. Bid guarantee of unsuccessful bidders will be returned promptly.

EXHIBITS A-Combination Sewer Cleaner Unit Specifications, B-Federal Acquisition Requirements, C-Certification Regarding Lobbying, and -D SRF Special Conditions attached hereto are hereby incorporated herein and constitute required terms and conditions of this document.

LIQUIDATED DAMAGES

Unavoidable Delays:

A delay in the delivery of one or more items due under this Contract shall be deemed to be unavoidable if the delay: (1) was not reasonably expected to occur in connection with, or during, the Contractor's performance; and (2) was not caused by the Contractor's negligence or intentional misconduct.

Notification of Delay:

The Contractor shall provide immediate verbal or electronic notification to the City when the Contractor becomes aware of any event or circumstance that will delay the delivery of any item or items due under this Contract. The Contractor shall also provide written notice to the City no later than five (5) calendar days after the verbal or electronic notice. The written notice shall include complete and detailed information relating to the events and circumstances causing the delay and the anticipated duration of the delay.

It is understood by the City of Lander that a certain manufacturer's model of equipment may not meet every specification stated herein. All variances must be expressly stated, and each variance shall be evaluated based on the preferences of the City of Lander. Any variance from these specifications may be accepted or rejected at the City of Lander's sole discretion.

Request for Extension:

If the Contractor wishes to seek an extension of time for the delivery of one or more items due under the Contract, the Contractor shall supply any information to the City so that they can determine whether the delay is truly unavoidable. The City will examine the request and supporting information supplied by the Contractor to determine whether the Contractor is entitled to an extension, and if so, the duration of such extension. The City may grant an extension of time if consistent with the mutual duties of the City of Lander and the Contractor to engage in good faith and fair dealing. The City will notify the Contractor of this determination in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to reimbursement for damages, compensation, loss of profits, or any other expenses that may be incurred by the Contractor due to delays in the delivery of one or more items due under this Contract.

Liquidated Damages:

If the delivery of any item is delayed and the delay is not unavoidable, the Contracting Officer may assess as liquidated damages a sum equal to a tenth of a percent (10%) of the per item price per calendar day or \$30.00 per item per calendar day, whichever is greater. These damages shall be deducted from any money due, or which may thereafter become due to the Contractor under this Contract. **NOTE: Refusal to pay Liquidated Damages will void the bid.**

EXHIBIT A

COMBINATION SEWER CLEANER UNIT SPECIFICATIONS

General Specification

It is the intent of these specifications to describe a Combination Sewer Cleaner Unit. The unit shall be regularly listed as a manufacturer's current model and shall comply with the following:

Debris Body

- 12 yd³ Debris Body Capacity
- Ex-Ten Steel Cylindrical Debris Tank
- Suction Tube Storage, Curbside - 2 Pipe, Rear Door – 2 Pipe
- Flat Rear Door with Hydraulic Locks and Door Power Up / Power Down / Open / Close
- Dual 10" Stainless Steel Float Shut Off System / Rear Mounted in the Body
- Double Acting Dump Hoist Cylinder
- External Liquid Float Level Indicator
- Debris Body Vacuum Relief System
- Interior Debris Deflector Plate
- 60" Dump Height for Dumping in Dewatering Bins
- Flat Rear Door with Hydraulic Open/Close & Locks
- Module Paint Wet-on-Wet (DuPont)

Water System

- 1,000 US Gallons Aluminum Water Tanks
- 80 GPM @ 2,500 PSI Water System
- Multi-Flow Variable Pressure Water System
- Performance Package (Hydraulic Variable Flow, Dual PTO's, Dual Hydraulic Pumps)
- Curbside Mounted Water Pump
- 3" Y-Strainer with 25' Fill Hose
- 3" Y-Strainer @ Water Pump with 3" Drain Valve
- Flexible Hose Guide
- 3 Nozzles with Carbide Inserts with Nozzle Rack and 1" Nozzle Pipe Extension
- Water Sight Tubes on Curbside
- Water relief valve 1"
- Accumulator System for Jet Rodder Water System
- Low Water Light with Alarm and Water Pump Flow Indicator

Hydro Excavation Package

- 80 GPM @ 2500 psi water system with digital flow meter
- Retractable Reel with 3/8" x 75ft
- Hydro Excavation Handgun, Nozzle and Plumbing

Vacuum System

- Single Engine Design for Maximum Performance and Fuel Efficiency
- 18" High-Performance Positive Displacement Blower
- High Efficiency Triple Stainless Steel Micro-Strainers Prior to Blower
- Blower Air Shift Controls
- Hot Shift Blower Drive

Boom System

- 180 Degree 10' Telescoping Boom
- Post Type Front Bumper Boom Storage
- Joystick Control for Boom Function – One (1) Front

Hose Reel

- Hydraulic Extended 15", Rotating Hose Reel, 1" X 900' Capacity
- Hose Reel Manual Hyd Extend/Retract
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter Located Front Side of Hose Reel – Mechanical
- Hose Reel Drive Chain Cover (Full)
- Front Mounted Control Including the Following Controls and Gauges:
 - Water Pump On / Off with 3 Position Flow Switch
 - Chassis Throttle Control
 - Boom Joystick Control
 - Vacuum Relief Control
 - Full Multi-Flow Control
 - Chassis Tachometer and Hour meter
 - Blower Tachometer and Hour meter
 - Hour Meter for Water Pump Operation
 - Hour Meter for PTO Operation
 - Digital Footage Counter
 - Digital Water Pressure
 - Digital Water Flow

Electrical & Safety Systems

- Color Coded and Function Heat Stamped Sealed Electrical System
- IntuiTouch Electronic Package or approved equal
- Circuit Breakers
- LED Body Lights - Clearance, Back Up, Stop, Tail & Turn
- Electronic Back-Up Alarm

Misc Requirements:

- Additional Water 1300 Gal
- Remote Pendant Control With 35' Cord
- 6" Rear Door Knife Valve W/Camloc 3:00 Position
- Debris Body Washout
- 6" Rear Door Knife Valve W/Camloc 6:00 Position
- Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack Curbside
- Rear Door Splash Shield
- Lube Manifold With Lube Chart
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- 180 Deg 10' Telescoping Boom
- Backpack Wireless or approved equal
- Cold Weather Recirculator
- Hydro Excavation Kit
- 600' X 1" Piranha Hose
- Hose Wind Guide Auto Power Indexing
- Rodder Hose Pinch Roller
- Hydraulic Tool Package
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Wireless Waterproof Handheld Spot Light
- Rear Mounted Led Beacon Light W/Limb Guard
- Front Mounted Led Beacon Light W/Limb Guard
- Worklights Led Boom

- **Worklights Led Operators Station**
- **Toolbox Behind Cab 16w 30h X 96d**
- **Toolbox Driver Side Chassis Frame 60w 24h 24d**

EXHIBIT B

Federal Acquisition Requirements Included in the Contract

- 1. Equal Employment Opportunity.** Bidders on this work will be required to comply with the president's Executive Order No. 11246. The Borrower shall include the eight equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.
 - I.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - II.** The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - III.** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- IV. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

2. **Environmental Policy Acts.** The Borrower agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
3. **Human Trafficking.** The Borrower and all contracts shall comply with all applicable requirements of 22 U.S.C. § 7104(g) and 2 CFR Part 175.
4. **Kickbacks.** The Borrower and all contracts shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3).
5. **Limitations on Lobbying Activities.** The Borrower and all contracts certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Borrower, its contractor or any subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
6. **Nondiscrimination.** The Borrower shall require all contractors and subcontractors to comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

EXHIBIT C

A a:::nA United States

I'I Environmental Protection Agency

SRF PROJECT#

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

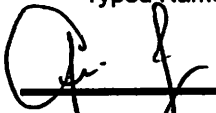
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Art Logan - Regional Sales Manager

Typed Name & Title of Authorized Representative

 6-14-2024

Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2008) Previous editions are obsolete.

EXHIBIT D

SRF SPECIAL CONDITIONS **THAT MUST BE SUBMITTED** **WITH BIDS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joe Johnson Equipment, LLC

Organization Name

Art Logan - Regional Sales Manager

Name and Title of Authorized Representative

[Signature]

6-14-2024

Signature Date