

FEEDING SOUTH DAKOTA  
4701 N. WESTPORT AVE  
SIOUX FALLS, SD 57107

TITLE: Two 30-FOOT TRUCKS WITH REFRIGERATION UNITS

DATE OF ISSUE: 12/08/2023

TIME AND DATE DUE: 4:00pm Central Standard Time Zone, 12/22/2023

LOCATION OF BID OPENING: FEEDING SOUTH DAKOTA  
4701 N. WESTPORT AVE  
SIOUX FALLS, SD 57107



**Legal Notice of Announcement**

Notice is hereby given that Feeding SD is requesting proposals for two 30-foot trucks with refrigerator units to expand reach of the U.S. Department of Agriculture The Emergency Food Assistance Program.

The bidder should not construe from this legal notice that Feeding SD intends to enter into a fixed-price contract with any bidder unless, in the opinion of Feeding SD, it is in the best interest of Feeding SD to do so. Feeding SD reserves the right to accept any proposal which it determines most favorable to the interest of Feeding SD and to reject any or all proposals or any portion of any proposal submitted which, in Feeding SD's opinion, is not in the best interest of Feeding SD.

The specifications for two 30-FOOT TRUCKS WITH REFRIGERATION UNITS are attached with the assumption that you would like to bid to furnish the materials or services as per the bid sheets attached. [feedingsouthdakota.org/bid-link](http://feedingsouthdakota.org/bid-link)

If for any reason you do not wish to submit a bid, we would appreciate your comments on this form.

SUBMIT COMPLETE BIDS BY EMAIL, UNITED STATES POSTAL SERVICE, OR COURIER TO:

Feeding South Dakota  
ATTENTION: Christy Carr  
4701 N. WESTPORT AVE SIOUX FALLS, SD 57107  
PHONE: 605.335.0365  
EMAIL: [christy.carr@feedingsouthdakota.org](mailto:christy.carr@feedingsouthdakota.org)

**BIDDER TO COMPLETE**

COMPANY NAME

STREET ADDRESS

CITY, STATE, ZIP

PHONE (w/ area code)

DATE

NAME OF BID REPRESENTATIVE

TITLE OF BID REPRESENTATIVE

SIGNATURE OF BID REPRESENTATIVE

## GENERAL INSTRUCTIONS AND CONDITIONS

1. **SUBMISSION OF BIDS:** Sealed bids for the furnishing of Two 30-FOOT TRUCKS WITH REFRIGERATION UNITS will be received at the FEEDING SOUTH DAKOTA up to 4:00pm Central Standard Time Zone on 12/22/2023. Bids may be emailed to [christy.carr@feedingsouthdakota.org](mailto:christy.carr@feedingsouthdakota.org), Bids will be opened and read aloud at 11:00am Central Standard Time Zone on 12/28/2023. Bids received after said time will be returned unopened. Members of the Feeding SD executive team will review the bids received and will select the winning bid. Funding for this purchase is provided through a U.S. Department of Agriculture The Emergency Food Assistance Program Reach and Resilience grant and must comply with grant terms, including the end date.
2. **MARK YOUR BID AS FOLLOWS:** Two 30-FOOT TRUCKS WITH REFRIGERATION UNITS 12/22/2023 on the outside of the envelope.
3. **BIDDING FORMS:** Bidders shall submit their bid on the proposal forms provided by Feeding SD. The proposal form must be personally signed to be considered for contract award. Wet signatures as well as electronic and scanned signatures will be accepted.
4. **PRICES:** Bidders are to show unit price on each item to correspond with units of quantity requested and to list unit and total price for quantity specified in the space provided in the attached proposal. All extensions must be complete.
5. **EXCISE AND SALES TAX** - Bids submitted on these specifications shall not include or be made subject to Federal Excise, State, County, or Municipal Sales Tax. Exemption verification will be furnished by Feeding SD on request.
6. **QUALITY** - Catalog numbers of specified companies are listed to show the kind and quality of goods desired. If goods of equal quality can be furnished in other brands with the same specifications give details (i.e. manufacturer, model number and catalog cut) and a sample of item substituted. All supplies and equipment must comply with O.S.H.A. standards. ALL MERCHANDISE THAT IS NOT SATISFACTORY WILL BE RETURNED AT THE BIDDERS EXPENSE.
7. **EQUAL CLAUSE** - Where names and model numbers of certain manufacturer's items are mentioned in the specifications or on the Bid Proposal Form, other names and model number of like nature, utility, and merit may be submitted, but the bidder must furnish complete data, to show that the substituted items are equal to those specified. Feeding SD reserves the sole right to determine whether the substituted items are of equal value to the items as specified, and the right to determine and select the items it feels are most suitable, in light of function and performance, for the needs of Feeding SD. If no mention is made by the bidder of proposing to furnish a substitute, Feedings SD will assume that the item specified is to be furnished and the contract will be made accordingly.
8. **AWARDS-BID BY ITEM** - Bids must be made by item - combination bids on two or more items will be accepted, only if such combination bid is in Feedings SD's best interest or if items have been grouped and identified on the proposal form as a combination ("all or none") award.
9. **GUARANTEE** - The successful bidder guarantees all items bid herein against defects in material workmanship and suitable for purpose intended as stated by the manufacturer's warranty.
10. **FAILURE TO DELIVER** - If the bidder shall fail to make deliveries in accordance with the conditions and specifications, or if the bidder delivers equipment of a quality or grade inferior to those specified, Feeding SD may replace the inferior equipment by open market purchase or other appropriate method. The difference in cost, if any, will be charged to the bidder.  
  
If a specific delivery date is given within a given items speculation, then delivery shall be made within two working days of that date. Failure to deliver may be rectified using the procedure outlined herein.
11. **PAYMENT** – Payment will be made upon delivery.
12. **CONTRACT FORM** - The bid and acceptance thereof, confirmed by a signed purchase order, and it's attachments when received by the successful bidder shall constitute; 1) a binding contract on the terms set forth therein and in the bid documents and 2) the entire contract, and is to be interpreted, construed and given effect in all respects according to the laws of the State of South Dakota.

13. ALL SUPPLIES AND EQUIPMENT SPECIFIED HEREIN SHALL BE NEW AND UNUSED UNLESS OTHERWISE SPECIFIED. REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED.
14. **COMPLIANCE WITH LICENSES AND LAWS** - All property or services furnished by bidder must comply with all applicable Federal, State and local laws, codes and regulations.
15. **EVIDENCE OF RESPONSIBILITY** - Upon request bidders must be able to furnish information, in writing, that they maintain a permanent place of business; have adequate equipment, finances, and personnel; and are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish. Feeding SD shall be the sole and final judge of adequate responsibility.
16. **FEEDING SD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY AND ALL INFORMALITIES** – By virtue of statutory authority preference will be given to labor, materials, products, and supplies found or produced within the United States. Bidders that are American based corporations or businesses shall be given preference over bidders from nondomestic countries. It shall be the responsibility of bidders from United States to clearly state on the proposal form the existence of the preference. Failure to disclose the domestic preference may disqualify a bidder from consideration.
17. **FURTHER INFORMATION** - If the bidders desire further information concerning the various listed items, please contact Christy Carr, Chief Operating Officer, 605-335-0364 or Nick Suridis, Grants Coordinator, 605-335-0364, 4701 N Westport Ave, Sioux Falls, SD 57107
18. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER-TIER COVERED TRANSACTIONS** - The bidder certifies, by submission of its Proposal, that neither it nor its principals are presently listed on the government wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
19. **LOBBYING CERTIFICATION** - Bidders that bid for a contract exceeding \$100,000 funded using federal funds must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The bidder has signed the Lobbying Certification, which is attached as an addendum, will be submitted attached to the bid, and will be incorporated and made a part of the contract. If applicable, bidder has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying. Bids that do not include this certification will not be accepted for consideration.
20. **CODE OF CONDUCT** - No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
21. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS** - Feeding SD will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It shall be the responsibility of bidders from small and minority businesses, women's business enterprises, and labor surplus area firms to clearly state on the proposal form the existence of the preference.
22. **OTHER FEDERALLY REQUIRED CONTRACTUAL PROVISIONS** - Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. **AGREEMENT PERIOD** – 12/28/2023 to 06/01/2025. Extensions may be available based on recent and on-going supply chain disruptions and delays, all extensions are pending continued availability of federal grant funding.

### **Addendum: Certification Regarding Lobbying**

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 a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a 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, an officer or employee of Congress, or an employee of 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 subcontracts, 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.

Company Name: \_\_\_\_\_

Project: USDA The Emergency Assistance Program Reach and Resiliency Grant

Name of Company's Authorized Representative: \_\_\_\_\_

Title of Company's Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIFICATIONS

SET BACK AXLE - TRUCK

CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM,

ALLISON 3000 RDS AUTOMATIC TRANSMISSION

MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE

AIRLINER 40,000# REAR SUSPENSION

DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74

13,300# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM

7100MM (280 INCH) WHEELBASE

NO FIFTH WHEEL

11/32X3-1/2X10-15/16 INCH STEEL FRAME

3800MM (150 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME

## MORGAN 30' VAN BODY

30' LONG X 102" WIDE X 101.5 INSIDE HEIGHT 3" I-BEAM CROSSMEMBERS ON 12" CENTERS, 3" STRUCTURAL LONG SILLS ALUMINUM EXTRUDED ANTI-SKID INVERTED T WITH 6" SCUFF FLOORS TODCOLD TODCO ROLL UP REAR DOOR, STAINLESS STEEL TRHESHOLD

.040 PREPAINTED WHITE ALUMINUM EXTERIOT SKIN INTERLOCKING ALUMINUM SIDE SCUFF, 12" HIGH GLASS BOARD WALLS

T890 THERMO KING UNIT MOUNTED WITH SERVICE PLATFORM AND STEPS INSULATED WITH FOAM BETWEEN GLASSBOARD AND SILLS 12" ALUMINUM GRAB HANDLES LH/RH SIDE, CONSPICUITY TAPE MAXON GPTWR5 GALVANIZED 5000 LB CAPACITY TUCK UNDER LIFTGATE ALUMINUM 60" X 80" PLATFORM INSTALLED ON 20xx FREIGHTLINER M2 TANDEM AXLE CHASSIS