

**BID NO. PUR-1435
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

**BY
THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, ROOM 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: July 3, 2019

19,500 LB. GVWR, 4X4 TRUCK WITH UTILITY BODY AND CRANE

**PRE-BID CONFERENCE DATE/
TIME AND LOCATION:**

Wednesday, July 10, 2019 at 11:00 A.M. (EDST)
Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

QUESTION DEADLINE:

No later than 4:00 P.M. (EDST), Wednesday, July 17, 2019

SUBMIT BIDS TO:

Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Room 3200
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than 2:00 P.M. (EDST), Wednesday, July 31, 2019

BID OPENING LOCATION:

Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

_____ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

**PUR-1435
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PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE
PUR-1435
INVITATION TO BID
TRUCK W/UTILITY BODY AND CRANE

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for the following: **One (1) New or latest production model “19,500 lb. GVWR, 4X4 Truck with Utility Body and Crane”**: Bid documents are available immediately from the Washington County website by accessing: <https://www.washco-md.net/>, “Menu”, “Divisions & Departments/Purchasing Department/Open Bid Invitations” or may be obtained in the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. **Direct all inquiries to Brandi Naugle, CPPB, Buyer, at telephone 240-313-2330 or fax 240-313-2331.**

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (PUR-1435) ONE (1) NEW OR LATEST PRODUCTION MODEL “19,500 LB. GVWR, 4X4 TRUCK WITH UTILITY BODY AND CRANE”** and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M. (EDST) on Wednesday, July 31, 2019** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

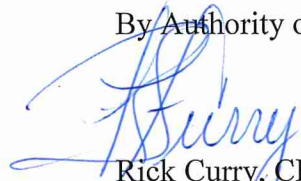
A Pre-Bid Conference will be held on **Wednesday, July 10, 2019 at 11:00 A.M. (EDST)** in the Washington County Administration Complex Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2019. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick Curry, CPPO
Director of Purchasing

PUR-1435
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Purchasing Director (hereinafter "Purchasing Director"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Director, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Director, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs,

construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Director of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Director whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Director of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

10. General Guaranty: Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

13. **Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brandi Naugle, CPPB – Buyer
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Room 3200
Hagerstown, MD 21740
FAX: 240-313-2331; or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland - State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Director.

19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.
20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/2019/01/budfin-purch-ProcurementPolicy.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. *Facsimile Bids will not be accepted.*
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is sdat.charterhelp@maryland.gov, and phone numbers are: (410) 767-1340 or (888) 246-5941.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in

the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

25. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
26. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
27. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Purchasing Director.
 - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
 - e. The Bidder is hereby advised of Section 1-106(b) (3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a

municipal corporation in the County, the County Commissioners may reject the bidder's bid."

28. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Director shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, 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/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Director hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Director to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.

2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.

3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County 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 obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Director on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.

- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Director shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Director with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Director, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Purchasing Director and they shall be liable for any costs incurred by the County as a result of his/her default.

4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Purchasing Director shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
- a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
 - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Director's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Director.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Director, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Purchasing Director and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.

2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Director or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Director shall constitute authority for the Purchasing Director to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Purchasing Director, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.

3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.

5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

PUR-1435
ONE (1) NEW OR LATEST PRODUCTION MODEL 19,500 LB. GVWR,
4X4 TRUCK W/ UTILITY BODY AND CRANE

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:** It is anticipated that the County shall award a contract to the responsive, responsible Bidder(s) who submits the lowest Base Bid based on either unit price or to include or exclude Alternate No. 1; however, the County may make an award to the bidder(s) it determines is providing the most advantageous offer or to the bidder(s) it determines to be in its best interest.

2. **Brochures, Descriptive Literature, Manuals:**
 - a. Bidders shall furnish **two (2)** sets of complete descriptive literature and specifications of the equipment upon which the bid is based. The Bidder shall furnish a detailed listing of the components and accessories of the complete unit upon which the bid is based and is to be attached to the Form(s) of Proposal.

 - b. Failure to comply with this requirement shall be ample cause for rejection of the bid proposal.

3. **Certification of Compliance with Specifications:** Bidders shall comply with all conditions, provisions and specifications contained herein and which are hereby made a part of the contract. Bidders shall certify the equipment with its allied and/or accessory equipment; component parts and units will be suitable for the intended usage it was designed for. Furthermore, the Bidder shall specify that the equipment will or will not comply in every respect with this specification. In the event the equipment offered does not fully comply with these specifications, the Bidder shall definitely state *all deviations on his/her bid proposal sheet or an attached sheet.* Where no statement is received, the County will assume the Bidder meets every requirement of these specifications.

4. **Competition:** To better ensure fair competition and to permit determination of lowest Bidder:
 - a. The name of the manufacturer, trade name, or manufacturer or vendor catalog number mentioned in the specifications is for the purpose of designating a standard or quality and type and for no other.

 - b. A Bid which demonstrate any omission, irregularity of form, additions not called for, conditional or unconditional bids, or bids obviously unbalanced may be rejected.

 - c. All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

 - d. Specifications provided are based on needs and uses, estimated cost of operation and

maintenance, and other significant and/or limiting factors to meet County requirements and be consistent with County policies. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Bidders.

5. Delivery:

- a. Bidders shall guarantee delivery of equipment and items in accordance with such delivery schedule as may be provided in the specifications. Delivery can be made to the Washington County Department of Water Quality at 16232 Elliott Parkway during the hours of 8:00 A.M. and 2:00 P.M. Monday thru Friday.
- b. All items shall be delivered F.O.B. Destination, and delivery costs and charges shall be included in the bid.
- c. Bidders shall state on the Form of Proposal, in the space provided, the completed equipment delivery time(s), based on the number of calendar days, delivery shall be within **one hundred eighty (180) consecutive calendar days** starting from the date the purchase order is received by the successful bidder.
- d. Immediately upon arrival of any of the equipment and materials at the delivery site, the County shall inventory the shipment(s). All delivered equipment and materials shall be inventoried in the presence of the County representative, at the time of delivery. A copy of the inventoried items shall be provided to the County representative upon delivery.

6. Demonstration of Equipment: All Bidders shall be willing to demonstrate proposed equipment prior to award, to insure unit will function as per specifications and will perform adequately.

7. Form of Proposal: All bids must be submitted on the forms provided.

8. Interpretation, Discrepancies, Omissions: Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; requests received after 4:00 P.M. (EDST), **Wednesday, July 17, 2019** may not be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department. **Direct all inquiries to the County's Buyer, Brandi Naugle, CPPB, telephone 240-313-2330.**

9. Liquidated Damages: The County reserves the right to charge the Bidder for each consecutive calendar day the equipment, materials, supplies, or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County, at the said sum of One Hundred Fifty (\$150.00) Dollars per consecutive calendar day to be charged back to the Bidder for each piece of equipment not delivered by the delivery time specified herein.

10. Material and Workmanship: All equipment furnished will be guaranteed to be new and of current manufacture, to meet all requirements of the specifications, and to be in intended use condition at time of delivery. All workmanship will be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

11. **Payment:** Payment shall be made within thirty (30) consecutive calendar days of receipt of invoice, after delivery, approval and final acceptance of the equipment. Invoices shall be submitted to the Department of Water Quality, 16232 Elliott Parkway, Williamsport, Maryland 21795. The invoice amount shall be the amount as stipulated on the Form of Proposal.
12. **Purchase of Additional Units:** The County reserves the right to purchase additional equipment under this bid with mutual agreement by and between the County and the successful Bidder(s).
13. **Silence of Specifications:** The apparent silence of this specification, as to any detail or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail. Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit, ready for use upon delivery, shall be included, conform to the best practice and workmanship known, and subject to these specifications in full. All interpretations of these specifications shall be construed as minimum.
14. **Specification Sheets:**
 - a. Bidders shall submit Specifications Sheets in with Comply/Exceptions indicated thereon along with the Form(s) of Proposal.
 - b. Bidders shall note any exceptions to the specifications in their bid and any exception must be clearly stated.
15. **Substitutions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 26. Substitution requests must be received in the Purchasing Department no later than **4:00 P.M. (EDST), Wednesday, July 17, 2019** . Requests received after this deadline for substitutions may not be considered. All such decisions will be considered final and not subject to further recourse. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department. **Direct all inquiries to the County's Buyer, Brandi Naugle - CPPB.**
16. **Warranty:**
 - a. Warranty requirements are detailed in the specifications for the equipment.
 - b. Bidders shall provide copies of all warranties with the submission of their bid proposal.
 - c. Warranties shall be effective after final acceptance of the delivered equipment.
 - d. Warranties for all component parts acquired from other manufacturers shall also be provided with the Bidders bid proposal.
17. Vehicle shall be clean inside and out when delivered.
18. The County shall not accept any new vehicles until all damage and defects have been repaired and factory shortages replaced.

19. Vehicle shall be equipped with standard equipment and the specified equipment, factory installed, unless otherwise specified.
20. Vehicle furnished must be equipped with all items required to meet current state and federal laws.

PUR-1435

ONE (1) 19,500 LBS GVWR 4X4 TRUCK WITH UTILITY BODY AND CRANE.

SCOPE OF WORK/SPECIFICATIONS

(Complete and Submit with Form of Proposal)

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
A. GENERAL		
1	The truck to be purchased under these specifications shall be the latest design conventional, dual rear wheeled, two (2)-rear wheel drive, -cab and chassis. The cab and chassis with mounted service body purchased in accordance with these specifications shall be used for the purpose of general water and sewer utility maintenance and other utilities as may be required. Units shall be equipped with specified utility service body with crane per accompanying details.	
2	The intent of these specifications shall cover the basic requirements of a well-designed 2019 or latest production model cab and chassis with utility body and crane; employing the best workmanship and material and the latest design and model as regularly produced by well-established Cab and Chassis and service body manufacturers. Appurtenances and/or accessories not herein mentioned but necessary to furnish complete unit ready for immediate use upon delivery shall be included and conform to the best practice known to the industry in strength, quality material and workmanship and be subject to these specifications in full. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.	
3	Bidder shall be capable of proper installation of all equipment detailed herein. Further, according to 49 CFR Part 566 (Manufacturer Identification) Part 567 (Certification) and Part 568 (Vehicles Produced in Two or More Stages) upfitters, intermediate manufacturers, alterers, and final stage manufacturers are considered manufacturers by the National Highway Traffic and Safety Administration (NHTSA) and must be registered in the state of Maryland with NHTSA. To determine if your company or another company you intend to have install other components required in this bid are already registered with NHTSA, visit: www.nhtsa.gov/apps/manufacturer/index.htm . Registration with NHSTA ensures compliance that equipment installed after-factory was completed according to any applicable FMVSS regulation(s) in effect.	
4	Bidder shall require upfitters, intermediate manufacturers, alterers, and final stage manufacturers are listed in the member verified program (MVP) in the state of Maryland with the National Truck Equipment Association (NTEA). Member verification requirements can be resourced at http://www.ntea.com/mvp/	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
5	<p>Successful bidder shall provide certification of maximum GVW and GCW rating of completed truck. Bidder shall also detail the following criteria at the time of bid submission:</p> <p>Chassis weight (wet) _____ Certified maximum GVW _____ Body weight _____ Certified maximum GCW _____ Estimated payload _____ Estimated delivery date _____</p>	
6	<p>Vehicle shall be titled "Board of Commissioners of Washington County, Maryland", 100 West Washington Street, Hagerstown, Maryland 21740. Maryland Soundex: Z-975-000-943-987. Telephone 240-313-2659. The Department of Water Quality shall process titling and registration of vehicle and requires bidder awarded this unit to deliver the following original and fully completed and signed documents to Washington County Department of Water Quality. Delivery of vehicle shall include original dealer invoice dated same day as delivery, Manufacturer's Certificate of Origin (MCO), Mileage Disclosure Statement, and Maryland MVA Form VR-005.</p>	
7	<p><u>Manufacturer's Certificate of Origin (MCO) shall be assigned and transferable to:</u></p> <p style="text-align: center;">Board of County Commissioners of Washington County 100 West Washington Street Hagerstown, MD 21740</p> <p>NOTE: MCO shall be delivered to Washington County Department of Water Quality at the same time the vehicle is delivered, or payment will not be processed.</p>	
8	<p>Completed truck shall be delivered to the County with a completed DOT/COMAR (Code of Maryland Regulation) inspection form 11.22 indicating that the truck and associated equipment have satisfied the new vehicle inspection laws of the state of Maryland's Motor Carrier Safety Division enforced by the Maryland State Police.</p>	
9	<p>Non-Maryland truck dealers shall be required to deliver truck with Notarized original Bill of Sale.</p>	
10	<p>Delivery date must be stipulated by bidder. This information shall be considered when evaluating the bids. DELIVERY DATE: _____</p>	
11	<p>The cab and chassis shall be an F550 XL or approved equal.</p>	
12	<p>The utility body shall be a Summit Series 7 or approved equal.</p>	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
B. WARRANTY:		
1	The successful bidder shall guarantee the cab and chassis, utility service body, and crane has the average length of time offered other agencies and the general public. Power train comprehensive warranty shall provide maximum labor and parts warranty available in the industry.	
2	Service body including all mechanical parts shall be guaranteed against defective material and workmanship for a minimum period of six (6) years. Locks cylinders, latches, hinges and corrosion perforation shall be warranted for a minimum of six (6) years.	
3	Warranty shall be stated in detail with bid. These details include system coverage, length and type of coverage.	
4	Minimum no rust/no bust warranty for chassis and body shall be five (5) years.	
C. SAFETY:		
1	Truck shall meet or exceed all applicable MOSHA, OSHA, Federal, State and/ or local requirements regarding on-highway motor vehicles.	
2	The successful bidder shall supply written documentation that completed unit has met any applicable ANSI specifications and has passed all tests as defined by ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, SAE, TTMA, and all applicable State and Federal requirements for truck of this type.	
3	One (1) set of three (3) emergency warning triangles shall be furnished and shall conform to DOT motor vehicle standard 125.	
4	Truck shall be equipped with four (4) wheel anti-lock braking system.	
5	Truck shall be equipped with factory installed seatbelts and supplemental inflation system (airbags and side curtains).	
D. SIZE:		
1	Gross vehicle weight rating minimum 19,500 lbs.	
2	Not less than 169" wheelbase.	
3	Not less than 60" cab to axle length so as to permit mounting of specified nine (9) foot service body.	
E. ENGINE / TRANSMISSION / CLUTCH:		
1	Gasoline engine, naturally aspirated, (10) cylinder	
2	Engine shall be electronically controlled, provided with electronic fuel injection.	
3	Engine full flow oil filter shall be provided.	
4	Transmission shall be fully electronic heavy-duty automatic 6-speed with overdrive and torque converter lock-up clutch.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
F. ENGINE EQUIPMENT:		
1	Engine shall be equipped with heavy duty, high capacity oil cooler.	
2	Single alternator shall provide a minimum of 240 amps, Delco 12v type or equivalent.	
3	Batteries shall be two (2) 12v, 78 AH, heavy-duty minimum 750 CCA (each), threaded side post type minimum shall be provided. Batteries shall be further protected with low voltage "run down" protection.	
4	Coolant and corrosion protection shall be provided with extended life coolant at minimum of -40 degrees Fahrenheit.	
5	Cooling/heating system shall be heavy duty, high capacity type designed for cold climates.	
6	Starting system shall be heavy-duty 12-volt, negative ground design.	
7	Radiator shall be copper or aluminum, copper or synthetic tanks and shall have a maximum frontal area as required for heavy-duty design.	
8	Exhaust tail pipe shall fully extend to outside edge at right rear side of utility service body.	
G. TRANSMISSION EQUIPMENT / DRIVE LINES:		
1	Transmission shall be a heavy-duty electronic six (6) speed automatic/over-drive with appropriate ratios. Bidder shall submit transmission information with bid.	
2	Heavy-duty transmission oil cooler shall also be required.	
H. CAB		
1	Instrument gauge cluster shall include tachometer, engine oil PSI, fuel level, engine coolant temp, transmission fluid temp, voltmeter, exterior temp, engine hour meter, speedometer, odometer, systems monitor and trip odometer. Gauges shall be analog type.	
2	Armrest pads shall be provided with padded vinyl.	
3	Cab shall be welded steel galvanized shell. Entire cab shall be protected with rust preventative materials to protect life of steel from the elements.	
4	Door interior trim panels shall be provided with padded vinyl.	
5	Engine protection and monitoring system shall be provided to include telltale warning lamp(s) and audible tone for: a.) e.) Lights on, f.) Key in switch, g.) Door ajar, h.) Service interval due.	
6	Engine shutoff shall be key type, with key in switch warning tone.	
7	Floor covering shall include black rubber/neoprene and/or vinyl mats (delete carpet) with closed cell vinyl nitrile foam backing.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
8	Dual exterior manually telescoping trailer tow rear view mirrors with manual glass shall be provided and permit maximum view from cab interior as designed for vehicle with mounted service body. Street side and/or curbside mirrors shall incorporate an additional convex spot mirror a minimum of 4" round or 6" x 3" rectangular to maximize view from driver seat.	
9	Heating, ventilation and factory air conditioning shall be provided. Minimum of two ventilation outlets each at floor, dash, defrost and demisters shall be provided complete.	
10	Cab glazing shall be safety solar-ray tinted windshield with shade band, manual door windows and fixed rear window.	
11	A minimum of one (1) interior cab dome light shall be provided.	
12	Interior trim color shall be an appropriate shade of grey.	
13	Chassis keyed with theft deterrent system. Driver door shall be key locked.	
14	Radio AM-FM stereo with digital clock and minimum four (4) speakers.	
15	40/20/40 split front bucket seats with flip down console for arm rests and inside storage space with cupholders. Backrest covering shall be heavy-duty cloth with vinyl trim as appropriate.	
16	Seat belts shall be provided. Seat belts containing three-point lap & shoulder with locking belt retractors and comfort latch for right and left occupants. Seat belts shall be adjustable for height.	
17	One (1) passenger side assist handle shall be provided	
18	Interior sun visors shall be provided on both sides and shall be padded cloth to match headliner with vanity mirror on driver and passenger side visors.	
20	Variable intermittent windshield wipers with washer system shall be provided.	
21	Inside hood release shall be provided.	
22	One inside day/night rear view mirror shall be provided.	
23	Two (2) interior 12-volt power supplies shall be provided and suitable for use with portable 12-volt D.C. male plug-in accessories.	
24	Full cloth heavy-duty headliner shall be provided.	
25	Overhead console or underside of dash shall be equipped with minimum of four (4), 20-amp, 12vDC fully wired, factory installed upfitter switches and circuits. Upfitter shall connect amber strobe circuit of body to one (1) of these switches.	
I. FRAME EQUIPMENT / FUEL TANKS:		
1	Front steel bumper shall be either painted light argent or black to match grill.	
2	Frame construction shall be ladder-type; welded box front w/minimum RBM rating of 360,000 lbs. Minimum GVWR/payload shall be 19,500 pounds respectively. Bidder shall indicate actual net payload in space provided on page one (1) of these specifications. All cross members shall be of steel construction.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
3	Integrated, full length, molded black cab steps shall be provided below rocker panels for right and left side doors. NOTE: Although factory installation preferred, this requirement provides bidder the option, if not available by the manufacturer, to order chassis with the specified cab steps or utilize upfitter to install non-factory, full length cab steps.	
4	Front and rear license plate mounting bracket shall be provided. Rear bracket shall be mounted on service body and be provided with a lamp.	
5	Side door guard beams shall be provided.	
6	Towing devices shall be ram horn type hooks and located two in front and two in rear, bolted to frame.	
7	Fuel tank shall be one (1) single/aft of rear axle, 40-gallon minimum. Fuel tank filler neck shall be designed to facilitate upfitting for the required service body mounting. NOTE: Should mounted service body installation conflict with the fuel tank herein specified, bidder shall indicate a recommended alternate. Fuel tank draw shall incorporate return system.	
8	Fuel tank mounting shall not interfere with mounted service body or any other equipment.	
9	Fuel tank skid plate shall be provided (if required).	
J. FRONT AXLE / EQUIPMENT / TIRES:		
1	Single I-beam, or monobeam, non-independent front axle suspension shall be rated GAWR minimum 6,500-pound capacity.	
2	Tires shall be two (2) tubeless black wall radial ply LT225/70R19.5 LR-G, BSW all season highway tread design.	
3	One (1) spare tire mounted on steel wheel shall be supplied, same as above, shipped separate to Washington County Water Quality Department, Williamsport, MD. The minimum 3-ton rated hydraulic jack and handle assembly shall be located in cab or under hood as appropriate.	
4	Tire valve stem extenders shall be provided to facilitate inflation from outboard side of all wheel positions.	
5	Brakes shall be 4-wheel anti-lock type.	
6	Brakes shall be power assisted ventilated disc type.	
7	Shock absorbers shall be heavy-duty gas pressurized type.	
8	Front fender splash aprons and wheel splashguards shall be provided at the rear of the front wheel wells.	
9	Coil spring suspension shall be designed to include maximum GAWR available and cushion against bottoming-out.	
10	Steering gear shall be hydraulic power assist, integral re-circulating ball with variable ratio or equivalent.	
11	Steering shall be equipped with heavy-duty oil cooler and transmission oil cooler.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
12	Front stabilizer bar (anti-roll bar) shall be required.	
13	Wheel bearings shall be "wet" type tapered roller design.	
14	Front axle shall be provided with factory splash guards and maximum GAWR /coil springs; and be equipped with devices that prevent suspension from dropping below normal ride height when specified service body is mounted and loaded to full capacity.	
15	Steering wheel shall be black vinyl.	
K. REAR AXLE / EQUIPMENT / TIRES / RATIOS:		
1	Rear wheel drive, limited-slip differential with driveline traction control, solid/rigid axle shall be minimum 14,700-pound GAWR full floating capacity and be equipped with two-stage, heavy-duty multi leaf spring suspension with auxiliary assist ply (if required). Maximum 35,000-pound heavy-duty GCWR trailering capability shall be required including factory trailer harness and brake controller.	
2	Tires shall be four (4) tubeless black wall radial ply LT225/70R19.5 LR-G, BSW all season highway tread design.	
3	Single speed rear axle differential, malleable type, ratio 4.88:1 if not available) ratio minimum with limited slip shall be provided. NOTE: Manufacturers recommendation shall apply to the axle ratio in order to avoid conflict with any related specifications stated herein for towing and/or GVW/GCW.	
4	Shock absorbers shall be heavy duty gas pressurized type.	
5	Rear stabilizer bar (anti-roll bar) shall be provided as may be required.	
6	Brakes shall be power assisted vented disc type with pedal and cable activated drum type parking brake.	
7	Auxiliary or helper springs shall be provided as required.	
8	Wheel bearings shall be "wet" type tapered roller design.	
9	Four (4) wheels shall be argent painted steel 19.5" diameter x 6" wide with minimum eight (8) lugs.	
10	Rear wheel splash and mudguards shall be provided and installed on specified service body. Installation shall preclude the possibility of mudguard from wrapping around any exhaust system parts.	
L. ELECTRICAL:		
1	Both rear mounted backup lamps shall be L.E.D. type, minimum 4- inch oval or round, recessed grommated mount with an underbody mounted electronic back-up alarm (112 dba). Backup warning circuit shall activate alarm upon selection of transmission reverse gear range.	
2	Battery shelves shall be of corrosion protected steel construction.	
3	Headlamp "on" warning system shall be provided.	
4	Headlamp system shall incorporate the daytime running lamp design.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
5	Electrical system protection shall be provided with 12-volt circuit breakers. Headlamp circuits, SAE type I; all other circuits SAE type II, negative ground system.	
6	Electronic signal flasher system shall be provided for turn and hazard warning system with transistorized flasher control.	
7	All lighting shall be shielded, sealed and recessed.	
8	Headlamps shall be LED type.	
9	One (1) under hood lamp shall be provided.	
10	Scotchlok type wire splices, non-insulated type wire splices, improper wire routing near exhaust, over sharp edges or through holes without grommets and non-fused electric circuits shall not be acceptable.	
11	Factory trailer brake wiring feed shall be provided and wiring harness with seven (7) pin connector (see mounted service body requirement for more detail.) Trailer combination brake and taillamp wiring harness pinout connections shall match existing County wiring diagram available on request.	
12	All non-factory installed electrical circuits shall be protected by an 80-amp Cooper-Bussman ® waterproof heavy-duty, manually resettable circuit breaker part number 185080F located within the engine compartment. Auxiliary main feed wiring to this breaker shall be minimum eight (8) gauge AWG insulated copper conductor. Branch circuits shall be individually circuit protected utilizing ATO long base, blade-type fuse panels, Cooper-Bussman ® part number 15600-10-21. All after factory accessories not requiring current with key off shall be connected to the ATO fuse panel via a Cole-Hersee ® heavy-duty minimum 85-amp continuous duty solenoid. All electrical circuit(s) protection devices shall be located nearest to the power source(s) as practical. Circuit protection shall provide against both high and/or low resistance shorts and permit normally occurring, short period overload conditions. All circuits shall be designed for correct gauge AWG insulated conductor and each respective circuit(s) current amperage load shall not exceed 80% capacity of the circuit protection. All wiring and/or harnesses shall be secured or supported at intervals not exceeding eighteen (18) inches.	
13	Shall be equipped with original equipment option for rear view camera and prep kit for upfitter completion.	
14	Shall be equipped with original equipment LED warning amber strobes mounted on roof and supplied with circuit for upfitter completion.	
M. PAINT		
1	Truck exterior and interior color selection shall be the equivalent of Ford Oxford White.	
2	Truck exterior shall be monotone painted with a urethane clear coat except for mounted service body, which shall be painted with acrylic urethane to match cab and chassis.	
3	Truck running gear and rear bumper shall be painted with urethane based black	
4	Front and rear wheels shall be steel pre-finished argent or white in color.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
N. MANUALS / TRAINING /VIDEO		
1	Factory completed "as built" broadcast sheet shall be provided upon delivery of completed truck, including any/all upfitter installed components.	
2	One (1) complete set of parts manual(s) shall be provided.	
3	One (1) complete set of service/repair/emission manual(s) shall be provided.	
4	One (1) complete set of wiring schematics shall be provided.	
5	Should any special training in the form of videos and/or factory representatives be deemed necessary by the County for operation and maintenance of completed truck, the successful bidder shall make arrangements to schedule such training so as to have it coordinated with delivery.	
6	One (1) complete set of operator's manual(s) shall be provided.	
7	One (1) complete set of service manuals shall be provided for all mounted equipment and devices.	
O. MOUNTED SERVICE BODY		
1	The service body to be supplied shall be of good quality and built to stand up to everyday service and construction demands.	
2	The service body supplied shall be equal to or exceed a Summit Series 7, 132" or approved equal constructed of A40 galvanized steel according to the following dimensions and specifications listed herein.	
3	Body Shall Have A Minimum of 50" WIDE CARGO FLOOR.	
4	Floor shall contain a minimum of six (6) heavy-duty flush mounted swivel D-ring floor anchors for securing heavy construction items during transport.	
5	Service body understructure shall incorporate grid type design for maximum strength.	
6	Doors are to be a Minimum of 1/8" Bonded Aluminum and Include Full Length Piano Style Hinges.	
7	Automotive Style Weather Stripping Around All Compartment Doors.	
8	Compression Latches with Three Point Contact, adjustable striker plates with hardware concealed inside and individual lock cylinders (all keyed alike).	
9	Doors shall have gas strut type closers	
10	Extruded Aluminum Drip Rail installed above compartment doors.	
11	All doors shall be inherently designed to contain drip edges, door to body (crimped) seal and v-channel drains.	
12	Compartments shall have straight back panels; sloped back panels shall not be acceptable.	
13	Body shall have a minimum of six (6) compartments. Two (2) horizontal and four (4) vertical.	
14	Street/driver and curb/passenger sides compartments shall be horizontally and vertically configured with clear door openings and minimum - 22 inches depth as follows:	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
a	Drivers/Street Side- All Compartments Shall be 50" High. First Combined 58.5" Wide Compartment Shall Include an Aluminum Drawer Package with Three (3) 3", Three (3) 5", And One (1) 7" Drawers 38" Wide X 18" Deep- All Drawers to be Rated at Min. of 500lb. and Mounted on Roller Slides. One full Compartment Width Aluminum Shelf (58.5") with Adjustable Dividers Mounted on Top of Drawer Package and Two (2) Under in Rear Section of Split Compartment. All Compartment Shall use Unistrut Mounted Shelves to allow Shelves to be Adjusted to any Height (No Clip Mounts).	
b	One (1) 43" Wide Compartment-Over Wheel Well, With One (1) Adjustable Aluminum Shelf with Dividers.	
c	One (1) 30.5" Wide Compartment with Two (2) Adjustable Shelves with Dividers.	
d	Passenger/Curb side First Compartment 62" High, Remainder of Compartments to be 50" High	
e	One (1) 36" Wide Combination Compartment with Front Section Reinforced and Vented for Torch Bottles to Include Bolt-In Tank Retainer and Ratchet Strap.	
f	One (1) 22.5" Wide Compartment with Two (2) Adjustable Shelves with Dividers. One (1) 43" Wide Compartment – Over Wheel Well with One (1) Adjustable Aluminum Shelf with Dividers. One (1) 30.5" Wide Compartment for Crane Pedestal, Crane Controls, and Body Lift Control Panel.	
15	All surface mounted wiring shall be shielded from damage by protective metal panels and/or conduit and circuits breaker protected.16	
16	One (1) heavy-duty class IV minimum (10,000/1,000-pound rating) receiver type hitch including D-rings and a tongue mounted universal T-60 medium duty pintle hook and ball, rear cross member, bracing and safety chain anchors shall be provided. Hitch mounting shall bolt to the end of the frame rails. Hitch height shall be approximately 22- 1/2"COH. Seven- (7) pole trailer light connector shall be mounted near the hitch. Trailer light connector wiring shall be enclosed in a Cole- Hersee PVC watertight enclosure. Electrical pinouts shall be supplied to successful bidder.	
17	All compartments shall have full perimeter, removable automotive neoprene type weather-stripping on doors. Doors shall have "clip-on" style door seals permitting easy replacement with concealed drip rail design.	
18	Service body shall be supported from the main chassis frame.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
19	Line-X or Gatorhyde spray-on material shall be applied to protect exterior of front compartments (between cab and body). Color shall be neutral or close to match exterior color. Also – Line-X or Gatorhyde spray-on Shall be Applied to Cargo Area, Bumper Work Surface and Step, Wheel Well Reinforcement. Lower Edge of Body. Top, Front and Back of Side packs. Rubberized Undercoating Applied to Entire Underside of Body.	
20	24” Tool Bumper with Door each side and divider in Compartment.	
21	Rear Outrigger –Manual IN/OUT-Manual UP/DOWN	
23	Stationary Headboard for Emergency Lighting, Work Lights and Stop/Turn and Tail Lights.	
24	12” Aluminum Slam Style Tailgate	
25	12-volt LED Light Fixture In each Compartment with Two (2) Six-Position Switch Panels Installed, one (1) in Cab and One (1) in the Passenger Side Rear Compartment for Controlling Work and Compartment Lights.	
26	4- 12- Volt. LED work Lights are to be Included. Two (2) Rectangular Work Lights Shall be Installed on Headache Rack Rear Facing. And Two (2) Shall be Installed on Rear of Body Rear Facing. These Lights Shall be Operated from the Six Position Switches in the Cab and in the Rear Passenger Side Compartment.	
27	Fender panels shall be die-stamped, bolt-on with radiuses at wheel openings and poly carbonate fender flares.	
28	Recessed style paddle latches shall be provided on all doors. All latches shall be lockable with same key.	
29	Middle rear part of service body shall require Trucklite LED recessed mount lighting shall minimum of two (2), 4-inch oval or round grommeted red LED type brake/tail and two (2), 4-inch oval or round grommeted amber turn/4- way lamps. Any/all wiring inside service body shall be adequately protected from damage.	
30	Any/all wiring routed through any bulkheads and/or compartment walls or sides shall be fully protected from tools and/or equipment by corrosion resistant conduit. All wiring shall be protected by split-poly loom. All wiring routed underbody shall be fully enclosed in corrosion resistant conduit, protected from the elements and weatherproof.	
31	Two (2) Grip handles shall be provided one on each side rear of body.	
32	Fuel fill scoop shall be constructed of aluminum.	
33	Service body shall be dipped and protected with e-coat process by original manufacturer, then painted with a Single-Color Finish Coat of all areas of Body and Accessories with PPG Dell Fleet system to match the truck cab color.	
P. COMPARTMENT CONFIGURATION – CURBSIDE:		
1	Curb Side- First Compartment 62” High, Remainder of Compartments to be 50” High.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
2	One (1) 36" Wide Combination Compartment with Front Section being Reinforced and Vented for Torch Bottles is to include Bolt- In Tank Retainer and Ratchet Strap.	
3	One (1) 22.5" Wide Compartment with Two (2) Adjustable Aluminum Shelves with Dividers. One (1) 43" Wide Compartment – Over Wheel Well with One (1) Adjustable Aluminum Shelf with Dividers. One (1) 30.5" Wide Compartment for Crane Pedestal, Crane Controls, and Body Light Control Panel.	
Q. COMPARTMENT CONFIGURATION – STREETSIDE:		
1	Street Side- All Compartments Shall be 50" High, First Compartment 58.5" wide Include an Aluminum Drawer Package with Three (3) 3", Three (3) 5", and One (1) 7" Drawers 38" Wide X 18" Deep. All Drawers to be Rated at Min. 500lb. and be Mounted on Roller Slides. One Full Compartment Width Aluminum Shelf (58.5') with Roller Slides and Adjustable Dividers to be Mounted on top of Drawer Package and Two (2) Adjustable Shelves with Dividers Under in Rear Section of Split Compartment. All Compartments Shall use Unistrut Mounted Shelves to allow Shelves to be Adjusted to any Height (NO CLIP MOUNTS).	
2	One (1) 43" Wide Compartment- Over Wheel Well, with One (1) Adjustable Aluminum Shelf and Dividers.	
3	One (1) 30.5" Wide Compartment with Two (2) Adjustable Shelves with Dividers.	
R. MISCELLANEOUS:		
1	All electrical systems shall be thoroughly tested prior to final delivery.	
2	The service body to be supplied shall be of good quality and built to stand up to everyday service and construction demands.	
3	All after factory chassis modifications and/or installations shall conform to cab/chassis manufacturers' recommendations and be produced in strict compliance with applicable Final Stage Manufacturing, i.e. upfitter, responsibilities. Further, the FSM shall execute their portion of these specifications using the highest of craftsmanship, design quality and installation practices possible.	
4	All equipment and associated devices detailed within these specifications shall be provided and installed and vehicle shall be delivered to the County complete and ready for immediate placement into service.	
5	Wheel well mud flaps not to exceed 22-degree regulation.	
6	All lighting shall be centrally grounded in a common junction box located inside cab. All wiring to marker lights shall be copper conductor, type "GPT" and include a sealed two pin quick connector. All marker lights must incorporate Lexan reflective lenses. All quick plug connections shall be treated with electrical grease at time of installation. All wiring shall be securely attached and concealed to prevent damage and meet FMVSS108 code.	

ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL 19,500 LB. GVWR, 4X4 TRUCK W/ UTILITY BODY AND CRANE.		Remarks / Exceptions
7	All lighting and controls shall be designed to include all functions of mounted equipment to a single common control console. All circuits requiring current with key on shall be via one 85-amp heavy-duty continuous duty solenoid Cole-Hersee ® part number 24106. All service body compartment and interior lighting electrical current shall remain live with key off via the 80-amp manually resettable circuit breaker and ATO blade-type fuse panel.	
8	All electrical systems shall be thoroughly tested prior to final delivery.	
CRANE - ELECTRIC		
1	<p>The Crane to be Supplied Shall be Equal to or Exceed a SUMMIT JOURNEYMAN Model 6422E.</p> <p>Shall have a Rating of 36000 ft. lbs. @ 10' – 2250# @ 16' – 1640# @ 22'. Maximum Vertical Lift from Crane Base 22'.2". Maximum Horizontal Lift from Centerline of Crane 22'.2". Winch Specifications: Stainless Steel Wire Rope Diameter 5/16" – Line pull Speed 14 ft/min – Rotation (worm gear) Continuous 360 Degree Power. Boom Elevation: -5 to + 80 Degrees.</p> <p>Two (2) Stage Boom: First Stage, Hydraulic 71- 3/4", Second Stage Hydraulic 72", Boom retracted 10'-5 3/4" from Centerline of Crane. Twelve (12) Volt Electric Over Hydraulic Power Supply (2 gpm @ 2800 psi).</p> <p>CRANE SHALL be Mounted on Utility Body Complete, Fully Tested, Operational and Ready for Daily Service Upon Delivery Crane to Include a Full set of Service Manuals, Any Wiring Diagrams and Operations Manuals.</p> <p>Crane Shall Include All Manufactures Warranties.</p>	
Alternate No 1 - Extended Warranty for Truck Chassis		
1	If manufacturer offers extended warranty, bidder shall describe available options. Warranty protection shall include labor and parts.	

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory
Employers' Liability - \$100,000 (Each Accident)
\$500,000 (Disease - Policy Limit)
\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
WASHINGTON COUNTY PURCHASING DEPARTMENT**

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	WASHINGTON COUNTY PUBLIC SCHOOLS
_____	_____	WASHINGTON COUNTY HEALTH DEPARTMENT
_____	_____	OTHER WASHINGTON COUNTY MUNICIPALITIES
_____	_____	HAGERSTOWN COMMUNITY COLLEGE
_____	_____	CITY OF HAGERSTOWN
_____	_____	FREDERICK COUNTY COMMISSIONERS
_____	_____	OTHER FREDERICK COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COUNTY COMMISSIONERS
_____	_____	BOARD OF EDUCATION OF ALLEGANY COUNTY
_____	_____	OTHER ALLEGANY COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COMMUNITY COLLEGE
_____	_____	CITY OF FROSTBURG
_____	_____	CITY OF CUMBERLAND
_____	_____	GARRETT COUNTY - GENERAL SERVICES
_____	_____	BOARD OF EDUCATION OF GARRETT COUNTY
_____	_____	OTHER GARRETT COUNTY MUNICIPALITIES
_____	_____	GARRETT COUNTY COMMUNITY COLLEGE
_____	_____	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____
Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

- (a) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

Form of Proposal

PUR-1435

**ONE (1) NEW 2019 OR LATEST PRODUCTION MODEL
19,500 LB. GVWR, 4X4 TRUCK WITH UTILITY BODY AND CRANE**

VEHICLE W/CRANE PRICE PER UNIT:

_____ DOLLARS (\$ _____)
(Written) (Figures)

ALTERNATE NO. 1 - EXTENDED WARRANTY FOR TRUCK CHASSIS PRICE PER UNIT:

_____ DOLLARS (\$ _____)
(Written) (Figures)

DELIVERY DATE: _____

STATE WARRANTY: _____

REMARKS/EXCEPTIONS: _____
