

**BID NO. PUR-1497
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, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: March 10, 2021

**ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5)
REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY**

PRE-BID TELECONFERENCE DATE/

TIME AND LOCATION:

Wednesday, March 17, 2021 at 10:00 A.M. (EDT/EST)
Washington County Administration Complex
Hagerstown, MD 21740

SUBMIT BIDS TO:

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

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

No later than **2:00 P.M., (EDT/EST) Wednesday, April 7, 2021**

BID OPENING LOCATION:

Washington County Administration Complex
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-1497
ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5)
REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY

TABLE OF CONTENTS

	PAGE
I. Invitation to Bid.....	1 – 2
II. General Conditions and Instructions to Bidders.....	3 - 15
III. Supplemental Terms and Conditions.....	16 - 18
IV. Specifications.....	19 - 35
V. Washington County’s <i>Insurance Requirements for Independent Contractors Policy</i>	36 - 37
VI. Provisions for Other Agencies.....	38
VII. Signature to Bids.....	39 - 40
VIII. Form of Proposal	41



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1497
INVITATION TO BID

**ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5)
REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY**

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **One (1) New 2021 or Latest Production Model (Class 5) Regular Cab/Chassis with 10' Dump Body**. Bid documents are available immediately from the Washington County website: www.washco-md.net by accessing the “**Services/Bids-Purchasing/Open Bid Invitations**”, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740. Inquiries should be directed to Rick F. Curry, CPPO – Director of Purchasing, at telephone 240-313-2330.

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID – (PUR-1497) (CLASS 5) REGULAR CAB/CHASSIS WITH 10' DUMP BODY**” and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M., (EDT/EST) Wednesday, April 7, 2021** after which time they will be publicly opened in the presence of a County staff member. All interested parties are invited to hear a reading of the bids. For those bidders who wish to hear a reading of the bids please call 240-313-2330 to receive instructions prior to this teleconference.

Due to the Coronavirus (COVID-19) pandemic the Washington County Purchasing Department has canceled all in-person meetings. **A Pre-Bid Teleconference will be held on Wednesday, March 17, 2021 at 10:00 A.M., (EDT/EST). All interested bidders wishing to take part in the meeting shall call 240-313-2330 to receive instructions prior to this teleconference.** All interested bidders are requested to take part in the teleconference call. Participation in the teleconference is not mandatory but is strongly encouraged.

NOTE: Washington County Government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Bidders shall allow ample time for delivery of their bid packets. Delivery of bid packets via-courier service or United States Postal Service (USPS) will be accepted. Those bidders who wish to deliver their bid packet in person will need to call 240-313-2330 to schedule an appointment to drop off their bid packet.

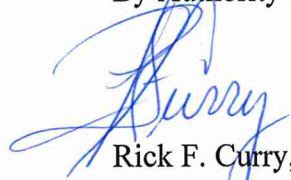
Washington County, Maryland shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331 | TDD: 711

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, Maryland.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

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 Director of Purchasing (hereinafter "Director of Purchasing"), 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, Maryland 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 Director of Purchasing, 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 Director of Purchasing, 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 bid shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County, Maryland 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 Director of Purchasing 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 Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing 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:** Bidders shall give specific attention to the identification of those portions of their bids 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 uncopied 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:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Suite 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 Director of Purchasing.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, Maryland 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/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.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 good standing shall be maintained for the duration of the contract. 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 Director of Purchasing.
 - 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing'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 Director of Purchasing.
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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing 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 Director of Purchasing, 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 2:00 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-1497
ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5)
REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:** It is anticipated that the County shall award a contract to the responsive, responsible Bidder who submits the lowest Base Bid for each equipment item to be purchased. The County also reserves the right to include or exclude the Alternates to determine the successful Bidder for the award based on budget.

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 may 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(s)**. 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 demonstrates 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. Washington County Parks and Facilities Department hours of operation are 8:00 A.M. to 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 eighty (180) consecutive calendar days** starting from the date the purchase order is received by the successful bidder.
6. **Demonstration of Equipment:** All Bidders shall be willing to demonstrate proposed equipment prior to award, to ensure 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., (EDT/EST) Wednesday, March 24, 2021** may not be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department.
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, 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 **Washington County Buildings, Grounds and Facilities Department, 1307 Potomac Street, Hagerstown, Maryland 21740**. 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., (EDT/EST) Wednesday, March 24, 2021**. 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.

16. Warranty:

- a. The fleet warranty shall be provided, at a minimum.
- 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(s) 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(s) shall be equipped with standard equipment and the specified equipment, factory installed, unless otherwise specified.

20. Vehicle(s) furnished must be equipped with all items required to meet current state and federal laws.

PUR-1497
ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5)
REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY

SPECIFICATIONS
(Complete and Submit with Form of Proposal)

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
GENERAL:		
1	The truck to be purchased under these specifications shall be the latest design conventional (3) three-man front seat, regular cab seating, all steel, dual rear wheeled (DRW) four (4) wheel drive cab and chassis. The cab and chassis with dump bed unit purchased in accordance with these specifications shall be used for the purpose of general maintenance and grounds keeping of county buildings, grounds and facilities. Unit shall be equipped with a heavy-duty dump body per accompanying details.	
2	The intent of these specifications shall cover the basic requirements of a well-designed 2021 or current production model Cab and Chassis with a ten (10') foot long by 8-foot wide mild steel dump body; employing the best workmanship and material and the latest design and model as regularly produced by a well-established Cab and Chassis service body manufacturer. 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.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY	Remarks/Exceptions
<p>3</p>	<p>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 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.</p>
<p>4</p>	<p>Successful bidder shall provide certification of maximum GVW and GCW rating of completed truck. Bidder shall submit written documentation that any/all certification(s) are in compliance. Bidder shall also detail the following criteria at the time of bid submission:</p> <ul style="list-style-type: none"> ▪ Chassis weight (curb/wet) Certified maximum GVW Body unit weight ▪ Certified maximum towing GCW (attach worksheet) ▪ Minimum post upfitter payload (attach worksheet) ▪ Turning radius ▪ Estimated delivery date
<p>5</p>	<p>The truck specified herein shall not be accepted until a County representative has performed pre- and post-delivery pilot inspections. Should the pilot inspection location require more than a three (3) hour travel distance one-way, dealer/upfitter shall be able to provide means to provide a 95% virtual inspection online.</p>

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY	Remarks/Exceptions	
6	<p>Vehicle shall be titled "Board of County Commissioners of Washington County, Maryland", 100 West Washington Street, Hagerstown, Maryland 21740. Maryland Soundex: Z-975-000-943-987. Telephone 240-313-2720, ext. 2722. The Deputy Director's Office of the Buildings, Grounds and Facilities Department 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 the Washington County Buildings, Grounds and Facilities Department Deputy Director at the time of vehicle delivery: Original dealer invoice, Manufacturer's Certificate of Origin (MCO), Mileage Disclosure Statement, Maryland MVA Form VR-005. Vehicle shall be delivered with minimum 30-day temporary tags. Current Maryland Commercial Insurance Identification card information for Washington County, NAIC #: 25674, Company: Phoenix Insurance Company, One Tower Square, Hartford, CT 06183, Policy Number: H-810-3032P166-TIL-20, Eff. Date: July 01, 2020, Expiration Date: July 01, 2021.</p>	
7	<p><u>Manufacturer's Certificate of Origin (MCO) shall be assigned, and transferable to:</u></p> <p>Board of County Commissioners of Washington County, Maryland 100 West Washington Street Hagerstown, MD 21740</p> <p>NOTE: MCO shall be delivered to Daniel Hixon at Washington County Buildings, Grounds and Facilities Department 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>All electrical and hydraulic systems shall be thoroughly tested and tuned prior to final delivery.</p>	
<p>WARRANTY:</p>		

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
1	The successful bidder shall guarantee the cab and chassis and service body 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	Dump body including all mechanical parts shall be guaranteed against defective material and workmanship for a minimum period of one (1) year.	
3	Basic warranty shall be stated in detail with bid. These details include system coverage, length and type of coverage. See Alternate for extended warranty.	
4	Minimum no rust/no bust warranty for chassis shall be five (5) years.	
SAFETY:		
1	Truck shall meet or exceed all applicable OSHA, MOSH, ANSI, ANSI A92.9, and 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, OSHA, MOSH 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. The County will install the triangle kit.	
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).	
6	One (1) Ansul ten (10) pound type A-B-C fire extinguisher with metal mounting bracket shall be supplied but not installed in cab interior. The County will handle installation of fire extinguisher.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
SIZE:		
1	Gross vehicle weight rating minimum 19,500 lbs. Maximum base curb weight 8,550-lbs.	
2	Chassis not less than 160-inch wheelbase with dual rear wheels (DRW).	
3	Not less than 84" cab to axle length so as to permit mounting of specified ten (10) foot dump body.	
ENGINE:		
1	Diesel engine, turbo charged-intercooled, (8) cylinder, minimum 6.6-liter, 300 horsepower @ 2,800 rpm with 660 lbs. ft. torque @ 1,600 rpm.	
2	Engine shall be electronically controlled, provided with direct diesel fuel injection designed for on-highway Ultra-Low Sulfur Diesel [15-ppm] (ULSD) or B-20 (containing 20% or less biodiesel).	
3	Engine full flow oil filter shall be provided.	
4	Engine shall be equipped with water/fuel separator, including WIF sensor.	
5	Engine shall be equipped with high capacity dry type air cleaner.	
POWERTRAIN EQUIPMENT:		
1	Engine shall be equipped with heavy duty, high capacity oil cooler.	
2	Single alternator shall provide a minimum of 200 amps, Delco 12v type or equivalent. Minimum alternator output at idle RPM shall prevent battery discharge regardless of accessory load.	
3	Batteries, two (2) 12v, heavy-duty minimum 750/1500 CCA, 78 AH, threaded side post type minimum shall be provided. Batteries shall be further protected with low voltage "run down" protection.	
4	Coolant protection shall be provided with extended life coolant at minimum of -40 degrees Fahrenheit. Cooling system corrosion protection shall be Nalcool 3000 or equivalent.	
5	Cooling/heating system shall be heavy duty, high capacity type designed for cold climates and heavy-duty towing.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
6	Engine block heater shall be provided, 1500-watt, 120-volt complete with ten (10) foot heavy-duty cord and NEMA-L20 plug end. Plug location shall be easily accessible above front bumper slightly below grill.	
7	Starting system shall be heavy-duty 12-volt, negative ground design.	
8	Fuel injection system shall be fully electronic controlled, drive-by wire design.	
9	Radiator shall be copper or aluminum, copper or synthetic tanks and shall have a maximum frontal area as required for heavy-duty design.	
10	Engine exhaust system shall be stainless steel. Exhaust tail pipe shall fully extend to outside edge at left rear side (street side/SS) of utility body, rear of rear axle.	
TRANSMISSION/PTO/DRIVE LINE:		
1	Transmission shall be a heavy-duty electronic 6-speed automatic/overdrive with appropriate ratios with live-drive PTO provision (PTO driven by engine crankshaft). Bidder shall submit transmission information with bid.	
2	Heavy-duty transmission oil cooler shall be required.	
3	A two (2) piece heavy-duty designed drive line with guards shall be provided.	
4	Muncie power hot shift PTO for automatic transmission shall be provided with I-panel PTO "On" indicator lamp.	
5	Transmission housing shall be equipped with SAE 6-bolt PTO mounting provision.	
6	Cable operated park brake system for rear axle with red lamp indicator in I-panel.	
7	Premium grade hydraulic fluid shall be required. Hydraulic reservoir shall be appropriately placarded for oil specification and capacity.	
8	Two-speed (2) manual 4x4 transfer case shall be provided. Skid plates shall also be required.	

Specifications

Regular Cab/Chassis with Dump Body

PUR-1497

Page 24

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
CAB:		
1	Instrument gauge cluster shall include tachometer, engine oil PSI, fuel level, engine coolant temp, transmission fluid temp, turbo boost, voltmeter, exterior ambient temp, PTO's (direct and/or clutch), engine hour meter, park brake applied, systems monitor, intelligent oil life monitor and trip odometer.	
2	Front door armrest pads and door interior trim panels shall be provided with padded vinyl.	
3	Cab shall be three-man, two-door regular cab design with welded steel galvanized shell. Entire cab underside shall be protected with rust preventative materials to protect life of steel from the elements.	
4	Engine protection, charging/electrical and brake monitoring system shall be provided to include telltale warning lamp(s) and audible tone for a.) High coolant temp, b.) Low engine oil pressure, c.) Low coolant level, d.) Low charging voltage, e.) Lights on, f.) Key in switch, g.) Door ajar, h.) Service interval due, i.) Low brake fluid, j.) Water In Fuel, k.) Diesel Exhaust Fluid, l.) Check Engine, m.) Operator Commanded Regeneration (OCR), n) Park brake applied.	
5	Engine shutoff shall be key type, with key in switch warning tone.	
6	Floor covering shall include black rubber/neoprene and/or vinyl mats (carpet delete) with closed cell vinyl nitrile foam backing.	
7	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. Mirrors shall be electrically heated and mounted to vehicle utilizing stainless steel brackets, clamps, hardware, etc.	
8	Heavy duty high velocity 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 with HVAC ducting under front seat routed to rear passenger compartment area. Cab shall be equipped with rapid cab heating capability.	

Specifications

Regular Cab/Chassis with Dump Body

PUR-1497

Page 25

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
9	Speedometer shall be electronic analog display and equipped with trip odometer.	
10	Tachometer shall be electronic.	
11	Cab glazing, electric power windows and power door locks with fixed rear window (without slider section). Glazing shall be safety solar ray tinted for windshield with upper shade band.	
12	Two electric horns (high and low note) shall be provided.	
13	Identification and clearance lamps, five (5) marker series on cab roof and identity light group on aerial body (center I. D., intermediate amber and red rear) shall be provided, i.e., FMVSS 108.	
14	Interior heavy-duty fabric/cloth on front seat upholstery. Trim color shall be gray or steel gray.	
15	Chassis keyed with theft deterrent system. Both front cab main doors shall be key locked and keyless remote. Minimum three (3) original transponder keys and three (3) remote transmitters.	
16	Radio AM-FM stereo with digital clock, and minimum two (2) speakers located in the front shall be provided.	
17	Radio antenna shall be permanent fixed, fender mounted.	
18	Driver and passenger area front area volume shall be minimum 113 cubic feet, with compartment comfort as follows: <ul style="list-style-type: none"> ▪ Front leg room minimum 41-inches. ▪ Front headroom minimum 40 ½ inches. ▪ Front hip room minimum 67 ½ inches. ▪ Front shoulder room minimum 68-inches. 	
19	Front row bucket seats 40/20/40 design with center section jump seat section with fold-down arm rest with upper and lower console storage and lockable compartment under jump seat. Front seats shall be separately four (4) way adjustable for driver complete with lumbar support and passenger side 4-way adjustment. Backrest covering shall be heavy-duty cloth with vinyl trim as appropriate.	
20	Seat belts shall be provided for all occupants. Seat belts system shall contain three-point lap & shoulder with locking belt retractors and comfort latch for right and left occupants in front. All seat belts shall be adjustable for height.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
21	One (1) front seated passenger side assist handle and driver side assist handle shall be provided.	
22	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.	
23	Variable intermittent windshield wipers with washer system shall be provided.	
24	Inside hood release shall be provided.	
25	One inside day/night rear view mirror shall be provided.	
26	Two (2) interior 12-volt power supplies shall be provided and suitable for use with portable 12-volt D.C. male plug-in accessories.	
27	Two (2) interior dome lights shall be provided. One (1) each for either front or rear visibility.	
28	Full cloth heavy-duty headliner shall be provided.	
29	One (1) glove box with lamp shall be provided.	
30	Full overhead front console with partial lower front console with storage and dual front cup holders with instrument panel bin, dashboard storage shall be provided.	
31	Rearview Camera and Prep kit to be mounted by upfitter	
FRAME EQUIPMENT/FUEL TANKS:		
1	Front steel bumper and grill shall be either painted light argent or black.	
2	Frame construction shall be ladder-type; welded box front w/minimum RBM rating of 360,000 lbs. All cross members shall be of steel construction.	
3	Minimum GVWR shall be 19,500 pounds.	
4	Dimension from rear axle to end of frame shall be minimum 47-inches, i.e., minimum 47-inch AF.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
5	Integrated, full length, factory installed molded black cab steps (running boards) shall be provided below rocker panels for right and left side front.	
6	Front and rear license plate mounting brackets shall be provided. Rear bracket shall be mounted on service body and be provided with a LED tag lamp.	
7	Side door guard beams shall be provided.	
8	Towing devices shall be ram horn type hooks and located two in front and two in rear, bolted to frame (see hitch requirement).	
9	Single fuel tank shall be required, 40-gallon minimum capacity. Fuel tank filler neck shall be designed to facilitate upfitting for required service body mounting. NOTE: Should mounted dump body installation and/or under-service-body signpost storage compartment conflict with the fuel tank herein specified, bidder shall indicate conflict and recommended alternate location. Galvanized tank shall not be acceptable. Fuel tank draw shall incorporate return system.	
10	Fuel tank mounting shall not interfere with mounted dump body or any other equipment.	
11	Fuel tank skid plate shall be provided (if required).	
FRONT AXLE/EQUIPMENT/TIRES:		
1	Single I-beam, or monobeam, non-independent front axle suspension shall be rated GAWR minimum 7,000-pound capacity.	
2	Tires shall be two (2) tubeless black wall radial ply LT225/70SR19.5 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 Buildings, Grounds and Facilities Department, Hagerstown, MD, 21740. 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.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
5	Braking system shall be 4-wheel power disc brakes with Anti-lock Brake System (ABS) type and Hydro-boost for diesel engine/dual rear wheels (DRW), equipped with cable operated park brake.	
6	Two (2) front wheel ventilated disc rotors minimum 14½ inch diameter.	
7	Two (2) steel wheels shall be painted white color, 19.5" diameter x 6" wide with minimum ten (10) lugs, with bolt circle diameter approximately 7.80 inches.	
8	Front axle shock absorbers shall be heavy-duty gas pressurized type.	
9	Factory installed front fender splash aprons and wheel splashguards shall be provided at the rear of the front wheel wells.	
10	I-panel warning lamps shall be supplied for supplemental inflation restraint, anti-lock brake system (ABS), braking system and park brake applied.	
11	Steering gear shall be hydraulic power assist, integral re-circulating ball with variable ratio or equivalent.	
12	Steering shall be equipped with heavy-duty oil cooler and transmission oil cooler.	
13	Front stabilizer bar (anti-roll bar) shall be required.	
14	Wheel bearings shall be "wet" type tapered roller design.	
15	Front axle shall be provided with 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.	
16	Steering wheel shall be black vinyl.	
17	Maximum turning radius shall be twenty-nine (29) feet.	
REAR AXLE/EQUIPMENT/TIRES/RATIOS:		

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
1	Rear wheel drive, limited-slip differential with driveline traction control, solid/rigid full-floating axle shall be minimum 14,706-pound GAWR capacity and be equipped with two-stage, heavy-duty multi leaf spring suspension with auxiliary assist ply (if required). Targeted 16,000-pound heavy-duty GCWR conventional trailer towing capability expected and be supplied with universal trailer harness at hitch receiver and O.E. integrated brake controller inside cab within reach of driver. Bidder shall enter trailer GCWR on page one.	
2	Tires shall be four (4) tubeless black wall radial ply LT225/70SR19.5 LR-G, BSW all season highway tread design.	
3	Single speed rear axle differential, malleable type, 4.30:1 ratio minimum with limited slip shall be provided. NOTE: Manufacturers conflict with recommendation must be explained by bidder.	
4	Rear axle 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 actuated with two (2) minimum 15-1/4 inches diameter ventilated disc rotors 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 white painted steel 19.5" diameter x 6" wide with minimum ten (10) lugs, with bolt circle diameter approximately 7.80 inches.	
10	Rear wheel splash and mudguards shall be provided and installed on specified service body. Installation shall preclude the possibility of guard from wrapping around any exhaust system parts.	

ELECTRICAL:

1	Both rear mounted backup lamps shall be L.E.D. type, minimum 4-inch round, recessed grommeted. Single tone back-up alarm (112db) installed between the chassis frame rails at the rear of the chassis. Backup warning circuit shall activate alarm upon selection of transmission reverse gear range.	
---	---	--

Specifications

Regular Cab/Chassis with Dump Body

PUR-1497

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
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.	
5	Electrical lighting system shall be provided and include 12 gauge wire for turn signals, 12 gauge wire with 20 amp circuit with relay for clearance and marker lamps, 10 gauge wire with 20 amp circuit with relay for stop lamps, 12 gauge wire with 20 amp circuit with relay for tail lamps and 8 gauge wire for ground circuit.	
6	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.	
7	Rear lighting shall be provided with round recessed 4-inch LED series tail lamps, sealed, grommet/flush mounted appropriately on rear of dump body. Truck shall also be equipped with front and intermediate amber and red body reflectors.	
8	Electronic signal flasher system shall be provided for turn and hazard warning system with transistorized flasher control.	
9	All lighting shall be shielded, sealed and recessed.	
10	Headlamps shall be capsulated, halogen type.	
11	One (1) under hood lamp shall be provided.	
12	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.	
13	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.	

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
14	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.	
15	All lighting shall be centrally grounded in a common junction box located inside cab. All wiring to marker lights shall be multi strand copper conductor, type 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 corrosion proof grease at time of installation. All wiring, lights and reflectors shall be securely attached and concealed to prevent damage and meet FMVSS108 code (complete LED, including LED reverse lights).	
PAINT/VINYL STRIPING/DECALS:		
1	Truck exterior and interior color selection, including service body shall be the equivalent of Ford Oxford White.	
2	Truck exterior shall be monotone painted with a urethane clear coat.	
3	Truck running gear and frame shall be painted with urethane based black.	
4	Front and rear wheels shall be steel pre-finished urethane coated white in color.	
5	Safety and instructional decals in English shall be affixed.	
MANUALS/TRAINING/VIDEO:		

Specifications

Regular Cab/Chassis with Dump Body

PUR-1497

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
1	Factory completed "as built" broadcast sheet shall be provided upon delivery of completed truck.	
2	One (1) complete set of parts manual(s) shall be provided for upfitter installed components.	
3	One (1) complete set of service/repair/emission DVD's and/or CD's, and/or manual(s) shall be provided.	
4	One (1) complete set of wiring and hydraulic schematics shall be provided.	
5	Should any special training in the form of videos, DVD's 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	Two (2) complete sets of the operator's manual(s) shall be provided for chassis and upfitter components.	
7	One (1) complete set of DVDs for service and parts documentation shall be provided for all mounted equipment and devices.	
MOUNTED DUMP BODY:		
1	One (1) Dump Body Ten (10) foot in length, Eight (8) foot in width and Sixteen (16) inches in height.	
2	Sides shall be constructed of 12 Gauge Mild Steel with three Intermediate side posts and a formed top rail.	
3	Floor shall be constructed of 7 Gauge Mild Steel.	
4	Understructure shall be constructed of 10-inch formed longitudinal 7 Gauge Mild Steel.	
5	Bulkhead shall be constructed of 12 Gauge Mild Steel with the Shield length of 16 inches, full width and a 4-inch face.	
6	Tailgate shall be constructed of 12 Gauge Mild Steel and single paneled, Rear corner post shall be 25 inches in height with standard top hardware also shall include tailgate chains and hardware.	
7	Hydraulics shall include a Muncie World Class Hot Shift PTO, Gear mount pump, Harsh RL-D40 DA package, #53 – DA Hoist, Cab controls and a 10-gallon aluminum oil tank.	

Specifications

Regular Cab/Chassis with Dump Body

PUR-1497

ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		Remarks/Exceptions
8	Shall have a ladder and steps on the left front, rubber cushion sub-frame, mud flaps and small mud shield.	
9	Light package shall include LED marker and clearance lights, oval combo LED's on the post and Grommet's thru all metal for the wiring.	
10	Shovel Bracket shall be of the spring type.	
11	Class V receiver hitch at 18" in height.	
12	Paint color shall be equivalent to Ford Oxford White.	
MISCELLANEOUS:		
1	All electrical systems shall be thoroughly tested prior to final delivery.	
2	The dump body unit to be supplied shall be of good quality and built to stand up to everyday service 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. Mud guards shall be void of any manufacturer and/or trademark logo/design.	
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 2021 OR LATEST PRODUCTION MODEL (CLASS 5) REGULAR CAB/CHASSIS WITH 10-FOOT DUMP BODY		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.	
9	Maximum height of completed truck shall not exceed 10-foot 6-inches.	
10	DELIVERY DATE shall be stipulated by bidder. DATE:	
11	<p>Delivery: The equipment shall be delivered F.O.B. Destination, and delivery cost and charges included in the bid. Also, original invoice, Manufacturers Certificate of Origin (MCO), upfitter certification, Aerial Unit certification, Mileage Disclosure Statement, Maryland MVA Form VR-005 and any/all warranties, shall be submitted to Daniel Hixon to the following address. Payment will not be processed unless all documents are delivered simultaneous with the vehicle.</p> <p>Washington County Buildings, Grounds and Facilities Department 1307 South Potomac Street Hagerstown, MD 21740</p>	
Alternate No 1 - Extended Warranty for Truck Chassis		
1	Power train (engine, transmission and rear axle) five (5) year extended warranty shall describe available options. Minimum 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, Maryland 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, Maryland.

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 the Board of County Commissioners of Washington County, Maryland 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, Maryland.

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 Purchasing 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, Maryland, 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

PUR-1497

**ONE (1) NEW 2021 OR LATEST PRODUCTION MODEL REGULAR
CAB/CHASSIS WITH 10-FOOT DUMP BODY
WASHINGTON COUNTY, HAGERSTOWN MARYLAND**

FORM OF PROPOSAL

TOTAL PRICE FOR ONE (1) UNIT:

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

TRUCK CAB AND CHASSIS MAKE AND MODEL: _____

ATTACHED WARRANTY (IES) FOR TRUCK CAB AND CHASSIS

ATTACHED WARRANTY (IES) FOR DUMP BODY

REMARKS/EXCEPTIONS:

