BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665

REQUEST FOR BID NO. B-1075

TRUCK, CAB AND CHASSIS, 70,000# GVWR, WITH ROLL-OFF HOIST SYSTEM

Due Date: 11/14/16, Time: 3:00 PM

BRIAN MOHNEY, ASSOCIATE BUYER
PHONE: 410-887-3243
EMAIL: bmohney@baltimorecountymd.gov

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

____Have you signed your bid?
____Have you signed the Procurement Affidavit?
____Have you filled out all applicable forms?
____Have you returned the original? (and required duplicate copies when required?)
____Have you signed and returned amendments?
____Have you included the bid bond, if required?
____Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
____ Have you included and verified the complete electronic version (CD) of your bid?

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1075
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WITH ROLL-OFF HOIST SYSTEM

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Revised 06/26/2012

BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality

and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

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

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party’s trade secrets, proprietary information, trademark, copyright, patent

rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at http://www.dat.state.md.us./sdatweb/sdatforms.html

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. **American Manufactured Goods Required for Public Works:**

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT

A. **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [*title*]_____ and I am duly authorized to represent and bind [*business name*] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. **AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, 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 Article 27, Section 6-225 of the Criminal Procedure Article 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]:

_____

_____.

C. **AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations 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 the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

_____

_____.

D. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

_____

_____.

E. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

_____

_____.

F. **SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. **AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) 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;

(2) 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 take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least $100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of $500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of ***(Insert State Name)***: _____

(2) The Business is a (***please select one***)*:*

□ Corporation

□ Partnership

□ Limited Liability Company

□ Limited Liability Partnership

□ Sole Proprietor

□ Other: _____

(*If sole proprietor #3 below does not apply, continue to #4.)*

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

□Yes □ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? □Yes □ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

_____

c. If not, is the business in good standing in the formed in State of origination? □Yes □ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

□Yes □ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. **AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT**

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. **FOREIGN CONTRACTS DISCLOSURES**

I FURTHER AFFIRM THAT:

(1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of $2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
   a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
   b. If the services under the contract are anticipated to be performed outside the United States;
   c. Where the services will be performed; and
   d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)

[ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.

[ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.

i. The services will be performed in the following location: _____

ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. **AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or

ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. **ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: _____ By: _____

Name:

Title:

(Authorized Representative and Affiant)

"PRIME" CONTRACTOR
MINORITY INFORMATION

This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.

A. AUTHORIZED REPRESENTATIVE

I am the [title]_____ of [business] _____ (the "Business").

B. DEFINITIONS

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

C. INFORMATION REGARDING MINORITY STATUS

[___] The Business is a certified MBE ___ or WBE ___

[____] Maryland State Department of Transportation (MDOT) #_____

[____] City of Baltimore #_____

[____] Name Other Jurisdiction: _____ #_____

[____] The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

____ African American ____ Hispanic American ____ Caucasian
____ Asian American ____ Native American ____ Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____ By:_____

Name:
Title:
(Authorized Representative)

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number ( ) - Ext: Fax Number ( ) -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

			--			--				

OR

Employer Identification Number

		--							

	CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING
	CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

	Individual		Sole Proprietor
	Corporation		Partnership
	Other: (explain)		

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date

SIDE 2

MBE / WBE Certification	
Maryland Department of Transportation (MDOT) Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____	**City of Baltimore** Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation
Incorporation State: _____ OR Date Business Started _____ / _____ / _____

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature:	Title:	Date:

BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. **GENERAL REQUIREMENTS**

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:
Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:
The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. **INSURANCE COVERAGES**

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability
Combined Single Limit - $500,000 any one accident

2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:
Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $500,000 each employee

2.4 Other
Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

.

BID REPLY LABEL

CUT ON THE DOTTED LINE AND SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE OR CARTON.

REQUEST FOR BID

NO. B-1075
11/14/16, 3:00 PM
TRUCK, CAB AND CHASSIS, 70,000# GVWR, WITH ROLL-OFF HOIST SYSTEM

TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVE, ROOM 148
TOWSON, MARYLAND 21204-4665

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1075
TRUCK, CAB AND CHASSIS, 70,000# GVWR,
WITH ROLL-OFF HOIST SYSTEM

GENERAL CONDITIONS

1. GENERAL CONDITIONS AND REQUIREMENTS.

1.1 All units shall be manufacturer's current year models and shall be listed in the specifications and proposal sheets. All units shall be complete new units and come equipped as required to give a complete unit. All units must be serviced completely by vendor before delivery and ready in all respects for use.

1.2 While the technical specifications described herein establish certain minimum and maximum requirements, and may name a manufacturer and model number which has been determined as acceptable and suited to the county requirements, they are not intended to eliminate from consideration any comparable equipment of equal quality which a manufacturer may have available and which will be suitable to the County needs.

1.3 All units bid and furnished must meet requirements of applicable Maryland Motor vehicle laws, or any applicable Federal Motor Vehicle Laws the Federal Bridge Formula, whether or not such requirements are Specified in detail.

2. TAXES.

2.1 All prices quoted shall be exclusive of any Federal or Maryland State taxes. This includes Federal excise tax on cars and trucks plus any other excise tax applicable to any other equipment or accessories.

3. QUANTITIES.

3.1 The County intends to purchase such quantities as listed on the proposal form reserving the right to purchase additional vehicles or units at the prices quoted for then current model year. While every attempt has been made to project an accurate quantity, final quantity will be determined by appropriated funds.

3.2 The County reserves the right to order trucks, as needed, over a period of five (5) years. If trucks are ordered in the next model year, the increase in cost must be limited to model year increase, and may include options made available in that model year to meet County requirements. Price adjustment must be itemized and detailed. Final acceptance is at the sole discretion of Baltimore County, Maryland.

3.3 The County reserves the right to terminate negotiations at any time for future model year trucks and bid the requirements, if, in the Purchasing Agent’s Opinion, it is deemed to be in the best interest of Baltimore County.

4. TERM OF AGREEMENT.

4.1 The term of this Agreement shall be for five (5) years (starting with the current model year trucks).

5. AWARD.

5.1 Award shall be made on the basis of the lowest net total price bid on each proposal or series of units bid. Cash and other discounts shall be taken into consideration in making the award. Variances in specifications and ability to meet delivery requirements may be taken into consideration in making the award.

5.2 Awards shall be made on a lump sum basis where advantageous to the County in effecting economy in stocking of repair and replacement parts and service. A combined proposal shall be furnished in such cases.

6. <u>ORDER STATUS</u>.

6.1 The vendor must supply the County with copies of the manufacturer's factory order numbers within fourteen (14) calendar days to confirm vehicles have been ordered. If confirmation is not received the County has the option to award to the second lowest bidder meeting specifications, in which event, the County shall charge the extra cost of procuring the vehicles to the original vendor.

7. <u>BID DATA REQUIREMENTS</u>.

7.1 The Detail Specification sheets must be completed in full and accompany the bid response. Manufacturer's make and model number must be inserted for each item quoted. All options and significant components shall be fully described.

7.2 All deviations from the specifications must be noted in detail in column B or on an attached sheet at the time of submittal of the bid.

7.2.1 The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder accountable for furnishing material, equipment and/or services in full accordance with the specifications as written and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

7.3 Manufacturer data sheets of such detail to accurately judge the quality and performance of the items bid may be submitted with each bid proposal as additional literature.

7.4 The prime manufacturer's rating of axles, transmission, and other components shall apply in determining whether or not an item bid meets specifications. These ratings must be produced upon request by the Purchasing Office.

8. <u>EQUIVALENTS</u>.

8.1 Equivalent items will be considered provided descriptive literature and specifications accompany bid. Acceptability of equivalent items is determined by the County.

9. <u>WARRANTY AND GUARANTEE(S)</u>.

9.1 All units must carry a factory standard warranty on parts and the standard service warranty, plus any additional guarantees required by the detailed specifications as a protection to and for the benefit of the County.

10. <u>DELIVERY</u>.

10.1 Vehicles shall be delivered to such locations within Baltimore County as may be specified on the purchase orders. Delivery costs must be included in the bid price. Bid price must include Maryland State tire recycling fee.

10.1.1 Delivery shall be made Monday through Friday, between the hours of 8:00 am and 11:30 am.

10.2 Vehicles shall be delivered within the time limit established by the detailed specifications, or as shown on the accepted proposal. All forms shall be provided properly compiled for all equipment and/or vehicles requiring licensing.

10.3 Vehicles shall be delivered with temporary tags, application for title, delivery ticket, duplicate invoice, and three (3) sets of keys. Keys to be tagged with the purchase order number and vehicle serial number. Receipt of vehicles, any accessories, manuals and all certificates will constitute delivery.

10.3.1 At the time of delivery, all vehicles must have a minimum of ¾ tank of fuel and all other fluids topped off, including, but no limited to oil, coolant, window washer fluid, etc.

10.4 Manufacturer's certificate of origin and certification of EPA requirements shall be furnished at the time of delivery.

10.5 Liquidated damages resulting from failure to meet the delivery requirements for vehicles and equipment shall be charged against the vendor at the rate of fifteen dollars ($15.00) per day for each vehicle not delivered in accordance with the delivery schedule.

11. CLARIFICATION OF INSTRUCTIONS.

11.1 If painting, delivery, or other instructions are not clear, it shall be the responsibility of the bidders to contact the County buyer listed in the solicitation for clarification, prior to the submission of a bid and/or prior to delivery.

12. VENDOR QUALIFICATIONS.

12.1 **All bidders must possess a valid State of Maryland Motor Vehicle Administration new car dealer's license and a valid State of Maryland Motor Vehicle Administration salesman's license.**

12.2 At the option of the purchaser, bidders may be required to furnish evidence of sufficient financial responsibility to enable him/her to fulfill this contract, and that he/she has, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

12.3 Bidders may be required to provide at least two (2) (names of contact persons and phone numbers) references of similar sized contracts serviced during the past eighteen (18) months.

12.4 Prior to awarding of this contract, the purchaser reserves the right to inspect the facilities of any responsive bidder.

12.5 The reputation of the bidder regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

13. DISTRIBUTOR'S LOGO.

13.1 Distributor's "logo" must be fully removed from all vehicles and equipment supplied to Baltimore County, i.e., mud flaps, metal name tags, decals, etc.

14. MARKING OF CONTROLS.

14.1 All operating controls, including switches, valves, etc., Shall be installed in an easily reached and conspicuous manner and shall be clearly and permanently identified.

15. RF SHIELDING.

15.1 All vehicles purchased by Baltimore County are subject to being equipped with two way radio installations.

15.2 It therefore, shall be the supplier's and/or manufacturer's responsibility to insure that any on board vehicular computer or microprocessor equipment will be properly shielded to prevent harmful interference to the two way radio system or display any malfunctions from the RF created by use of the two way transmitter equipment.

16. DISPUTES.

16.1 In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County buyer shall be final and binding on both parties. The buyer may request the recommendation in writing of the head of the County Agency using the item or materials, the Standards and Specifications Committee, or other objective sources.

17. COOPERATIVE PURCHASE.

17.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

17.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

18. INSURANCE.

18.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

18.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

18.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

19. ELECTRONIC VERSION SUBMITTAL.

19.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1075
TRUCK, CAB AND CHASSIS, 70,000# GVWR,
WITH ROLL-OFF HOIST SYSTEM

DETAIL SPECIFICATIONS

The bidder shall complete EVERY space in Column B - BIDDER'S SPECIFICATIONS column. The bidder shall indicate that the item being bid is exactly as specified by stating "AS SPECIFIED" in COLUMN B next to each item of the specifications. If the item being bid is not as specified, a full explanation of the deviation must be given.

COLUMN A	**COLUMN B**
COUNTY'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**

COMPANY NAME	MFG & MODEL SUBMITTED

1. FRAME.

1.1 Cab-to-axle dimension to be suitable for roll-off service (specify)

1.2 Steel frame

1.3 Heavy duty, ¼ inch thick, 12 inches wide steel bumper painted high gloss black

1.4 Front tow hooks frame mounted at front bumper

1.5 ¼ inch c-channel inner frame reinforcement

1.6 Frame section: Huck bolted frame assembly containing a high tensile steel (specify) and 3,715,200 RBM

1.7 Driver controlled locking differential

2. FRONT AXLE AND SUSPENSION.

2.1 Single front axle, 18,000 # capacity

2.2 Meritor 16.5 x 6 Q+ cast spider heavy duty CAM front brakes

2.3 Front brake dust shields

2.4 Meritor automatic front slack adjusters

2.5 Power steering pump

2.6 18,000# taper-leaf front suspension

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
2.7 Maintenance free rubber bushings – front suspension	
2.8 Heavy duty front end shock absorbers	
3. REAR AXLE AND SUSPENSION.	
3.1 46000# capacity tandem rear axles with oil pump	
3.2 4.30 rear axle ratio	
3.3 Dana Spicer main driveline with half round yokes	
3.4 Driver controlled traction differential – both tandem rear axles	
3.5 Meritor 16.5 x 8.62 Q+ cast spider heavy duty CAM rear brakes	
3.6 Rear brake dust shield	
3.7 30/36 2-drive axles spring parking chambers	
3.8 Automatic rear slack adjusters	
3.9 46,000# heavy duty rear suspension	
3.10 54 inches axle spacing minimum	
3.11 Fore/aft and transverse control rods	
3.12 Heavy duty rear shock absorber (two axles – tandem)	
4. PUSHER/ TAG AXLE.	
4.1 20000# steerable pusher axle rated at 13,220# with single tires	
4.2 20000# air lift steerable roll-off pusher suspension	
4.3 16.5 x 6 cast spider CAM pusher/tag brakes (non-asbestos)	
4.4 Automatic pusher/tag slack adjusters	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
5. BRAKE SYSTEM.	
5.1 Reinforced nylon, fabric braid and wire braid chassis air lines	
5.2 Air drier with integral air governor and heater	
5.3 Oil Coalescing filter for air dryer	
5.4 Steel air brake reservoirs	
5.5 Auto drain valve without heater to wet tank; drain valve cables on all other tanks	
6. ENGINE.	
6.1 Cummins 15.0 L ISX diesel engine rated 450HP at 1800 rpm and 1550 lb/ft torque at 1100 rpm	
6.2 68 mph road speed limit	
6.3 Engine hours meter	
6.4 Electronic governor	
6.5 Onboard diagnostics	
6.6 High capacity air cleaner	
6.7 Fuel system primer pump	
6.8 180 amp alternator	
6.9 Group 31, 12 volt maintenance free 4400 CCA threaded stud batteries	
6.10 Steel battery box with enclosed tray	
6.11 Positive and negative posts for jumpstart located on frame next to starter	
6.12 Turbocharged 18.7 CGM air compressor with internal safety valve	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
6.13 Air compressor discharge line	
6.14 Electronic engine integral shutdown protection system	
6.15 Cummins “interbrake” compression brake with two (02) switches: on/off and low/medium/high retardation level	
6.16 RH outboard under step mounted horizontal after-treatment system assembly with RH b-pillar mounted vertical tailpipe	
6.17 Automatic over the road regeneration and dashboard mounted regeneration request switch	
6.18 11 feet 6 inches exhaust system maximum height	
6.19 23 gallon diesel exhaust fluid tank	
6.20 LH heavy duty diesel exhaust fluid tank location Spin on oil filter	
6.21 1700 square inches aluminum radiator with silicone hoses throughout cooling system (including heater) with stainless steel clamps	
6.22 Extended life coolant/antifreeze to minus 35 degrees Fahrenheit 1500 watt/115 volt block heater with receptacle mounted under left hand (driver’s) door	
6.23 70 gallons each, aluminum fuel tanks, one (1) each left and right sides	
6.24 DAVCO fuel/water separator with 12 volt heat and thermatic control	
7. TRANSMISSION.	
7.1 Allison 4500 RDS automatic transmission with PTO provision	
7.2 Push button electronic shift control (dash mounted)	
7.3 Transynd synthetic automatic transmission fluid	
7.4 Heavy duty auxiliary transmission oil cooler	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
7.5 ECU shall be relocated inside the cab, mounted under the shifter tower. This includes the first plug on the wiring harness. The second plug on the outside of the cab shall be shrink wrapped.	
8. WHEELS AND TIRES.	
8.1 22.5 x 9.00 10-hub pilot 5.25 inset 5-hand steel disc front wheels	
8.2 24.5 x 8.25 10-hub pilot 2-hand heavy duty steel disc rear wheels	
8.3 22.5 x 8.25 10-hub pilot 2-handheavy duty steel disc pusher/tag wheels	
8.4 Inner wheel extensions, outboard airing, steel outer wheels with bent valve stems	
8.5 315/80R22.5 20 ply radial front tires	
8.6 Mud/snow 11R24.5 16 ply radial rear tires	
8.7 11R22.5 16 ply radial pusher/tag tires	
9. CAB EXTERIOR.	
9.1 Conventional cab, aluminum construction	
9.2 Premium noise abatement and insulation in engine compartment	
9.3 Right hand (curb side) and left hand (driver’s side) doors with 70 degree door stop	
9.4 Right hand and left hand exhaust mounted grab handles with single rubber inserts	
9.5 Right hand and left hand interior grab handles	
9.6 Single 14 inches round air horn under left hand deck, “Hadley” or approved equal	
9.7 Door locks and ignition switch shall be like keyed; provide four keys per vehicle	
9.8 Halogen composite headlamps	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
9.9 Head lights to turn on automatically when windshields wipers activated	
9.10 Five (5) LED aerodynamic marker lights mounted on cab roof forward	
9.11 Daytime running lights	
9.12 Light bar, LED, Whelen model FW8AAAA LED light bar, approximately 44 inches long, with side take down lights, to be center mounted on roof and activated by lighted, dash switch. Light bar to have programmable light patterns through USB connection and use of laptop.	
9.13 Dual bright finish, heated aerodynamic mirrors with integral convex and dual axis, remote controlled, right hand and left hand	
9.14 Right hand down-view mirror	
9.15 Right hand after treatment system cab access with streel shielding	
9.16 Right hand and left hand electric powered windows	
9.17 Window, rear, tinted, 20 inches high by 36 inches wide	
9.18 Tint door glass and windshield glass	
10. <u>CAB INTERIOR</u>.	
10.1 High back, vinyl/vinyl, dark grey, air suspension driver’s seat with one chamber air lumbar, integrated cushion extension and rear cushion tilt	
10.2 High back, vinyl/vinyl, dark grey non-suspension passenger’s seat	
10.3 Heavy duty rubber, black, floor mat	
10.4 3-point high visibility orange adjustable D-ring retractor driver and passenger seatbelts	
10.5 Driver and passenger interior sun visors	
10.6 Adjustable tilt and telescoping steering column	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS

with 18 inches, 4 spoke steering wheel

10.7 Key operated ignition switch with four positions: off/run/start/accessory.

10.8 Provide the following, illuminated, dashboard mounted instruments: Volt Meter, Fuel Level., Oil Pressure, Water Temperature, Air Pressure, Tachometer and Speedometer with odometer.

11. SAFETY.

11.1 Units must meet all Federal and State requirements, including pollution, safety and noise level (83DBA).

11.2 12-Volt audible warning device, which shall be activated when the vehicle is shifted into reverse. OEM, or Preco Inc. 45AA, or approved equal.

11.3 One (1) five (5) lb. ABC Fire extinguisher with vehicle bracket. Amerex Model 500T. No Substitute.

11.4 Provide a three (3) triangle flare kit, with storage box.

12. HOIST ASSEMBLY.

12.1 Hoist shall be capable of handling various capacity containers up to twenty two (22) feet in length without overhang.

12.2 Hoist shall be a Galbreath model “GALFAB OR601745072” or approved equal.

12.3 Two minute loading cycle time (approximate)

13. HOIST CONSTRUCTION.

13.1 Hoist frame shall be 8 inches by 4 inches by ½ inch A500 grade C tubing with 3 inches by 2 inches by 3/16 inch A500 sub-frame

13.2 Hoist lift cylinders shall be double acting 7 inches by 72 inches DA with 4 inches outside diameter (O.D.) ground and polished rod tube

13.3 Winch cylinder will work independently and be double acting 7 inches by 3 inches by 90 inches DA

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
13.4 Cable to be 7/8 inch with 4-cable clamps, swaged end on swivel eye	
13.5 Cable sheaves to be 10 inches outside diameter (OD) with bronze bushings	
13.6 Hoist shall have automatic spring loaded container locking system	
13.7 Hoist shall have 4 inches outside diameter (OD) outside rollers	
13.8 Front stops to be 1 ½ inches plate	
13.9 Factory installed grease fittings to be on all working points	
13.10 Rear hold downs to be 1 inch HR plate steel	
13.11 Hoist to have tandem poly fenders (third axle fender not required) and heavy duty bumper with recessed lights	
13.12 Hoist controls to be mounted inside center cab and be air over hydraulic.	
13.13 Hoist also to have outside controls at front left hand side behind cab	
13.14 Hoist to have minimum 48-degree raised angle	
13.15 Hoist assembly to be black and be fully installed	
14. <u>HOIST HYDRAULICS</u>.	
14.1 Hydraulic pump to be gear type, 35 GPM at 1500 RPM with 80 hydraulic oil reservoir and have a return line filter of a minimum 3 micron capacity rating	
14.2 Operating pressure to be 1850 PSI	
14.3 Hydraulic valve to be 2 spool 65 GPM with safety bypass	
14.4 Hot shift PTO with direct mount pump	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
and signal light	
15. HOIST- MISCELLANEOUS.	
15.1 Hoist shall be equipped with a 48 inches by 20 inches by 16 inches (minimum dimensions) aluminum tool box	
15.2 Hoist to be mounted in operating order with all other, non-specified standard features included	
15.3 Heavy duty, ratchet style hold-down straps to be provided	
15.4 Automatic Tarping System	
15.5 Automatic covering system with hydraulic adjustable gantry, two-way hydraulic cylinders, low profile side arms, triple spool valve and flow diverter, model “RP4500SARG” or equal, to be provided	
16. PAINT AND FINISH.	
16.1 Cab and body to be painted OEM Dupont National School Bus Yellow, or approved equal	
16.2 Vehicle cab to be base coat/ clear coat	
16.3 Cab and body paint must match. Baltimore County will not accept a two-tone truck.	
16.4 For evaluation purposes, awarded bidder must indicate the paint to be used and provide a paint color chip.	
16.5 Entire body to be acid cleaned and/or sandblasted, and painted with two (2) coats primer and two (2) coats of finish color (Acrylic Enamel), to match cab	
16.6 All painting must be done in a NFPA Standard 33, or approved equal spray painting booth	
17. DRAWINGS.	
17.1 Successful bidder shall provide three (3) sets of D-Size drawings, detailing the font, street side and curbside views of the completed vehicle.	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS
Drawings shall be provided to the Buyer within fifteen (15) days after the notification of successful bid. Failure to provide the drawings in the manner described may result in rejection of the bidder's response.	
18. PRE-DELIVERY SERVICING.	
18.1 Prior to acceptance by Baltimore County, the supplier shall have the vehicle serviced and adjusted in such manner as to allow its immediate introduction into operational service. Such servicing and adjustments shall include, but are not limited to, front-end alignment, static and dynamic balancing of all wheels and tires, engine tuning and timing, complete lubrication service, the checking of all belts for proper tension, the checking of all hoses, connections, and fittings for leaks, the elimination of all body, window and door squeaks, rattles and noises, the alignment of headlights, and such other services and adjustments as are normally performed prior to delivery. A certificate of compliance shall accompany each vehicle, listing the work completed.	
19. WARRANTY.	
19.1 Basic vehicle, 24 months or 100,000 miles, whichever comes first.	
19.2 Engine, 3 years or 300,000 miles, whichever comes first.	
19.3 Major engine components	
19.3.1 Cylinder block castings, main bearing bolts, cylinder head cap screws, camshaft, forging, valve lifters, intake manifold castings, flywheel housing, gear cover, engine gears, 5 years or 500,000 miles, whichever comes first.	
19.4 Transmission, 3 years or 300,000 miles, whichever comes first.	
19.5 Axles – rear carriers, housing	
19.6 Front I – Beam, 3 years or 300,000 miles, whichever comes first.	

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS

19.7 Cab corrosion, 5 years or 500,000 miles, whichever comes first.

19.8 Hoist, 2 years.

20. PARTS AND OPERATING MANUALS.

20.1 Provide two (2) complete sets of parts, shop and operating manuals for chassis and all added equipment. Manuals in print or electronic format shall be acceptable.

21. PARTS AND SERVICE.

21.1 Parts and service shall be available within a fifty (50) mile radius of the Baltimore County Department of Highways, Equipment Maintenance Division, 12200 Long Green Pike, Glen Arm, Maryland 21057. Vendor must advise name and phone number to contact in case of warranty or service problems.

Authorized Dealer _____

Address _____

City, State, Zip _____

Phone _____

Contact Name _____

21.2 If parts and service are not available within the fifty (50) mile radius, undersigned authorizes Baltimore County to perform warranty repairs on any item offered herein, and agrees to fully reimburse Baltimore County for all associated costs, upon receipt of invoice, based upon the industry flat rate for labor in the Baltimore area, and applicable parts manuals.

Signed _____

Print Name _____

Title _____

COLUMN A COUNTY'S SPECIFICATIONS	COLUMN B BIDDER'S SPECIFICATIONS

Company _____

22. PILOT INSPECTION.

22.1 The successful vendor shall prepare a pilot unit, built to all specifications and representing all subsequent units to be processed. Any travel over 300 miles shall be by a commercial air carrier, originating from Baltimore/ Washington Airport (BWI), all ground transportation, individual lodging and meals for three (3) Baltimore County Officials to visit the final assembly plant for inspection of the pilot unit. All deficiencies in specifications shall be corrected on pilot and subsequent units. The cost shall be included in the unit price of the vehicle. All air travel must be by the most direct route available. Should Baltimore County decline a pilot plant inspection, the cost for any travel transportation, lodging and meals shall be credited on the final invoicing of the completed unit (s)

23. DELIVERY.

23.1 Vehicles shall be delivered with temporary tags, application for title, certificate of origin, delivery ticket, duplicate invoice, and three (3) sets of keys. Keys to be tagged with the purchase order number and vehicle serial number.

23.2 Vehicles shall be delivered to the Baltimore County Equipment Maintenance Division, 12200D Long Green Pike, Glen Arm, MD 21057, between the hours of 8:00 am and 11:30 am, Monday through Friday, excluding County Holidays.

23.3 Drop shipment by a “drive-away” company is NOT acceptable. Each vehicle must be delivered by an authorized, knowledgeable, full-time employee of the successful bidder.

23.4 Receipt of vehicles, any accessories, manuals and all certificates will constitute delivery.

24. TRAINING.

24.1 The successful bidder must provide on-site, operator and/ or preventive maintenance training. Video recorded training is unacceptable.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1075
TRUCK, CAB AND CHASSIS, 70,000# GVWR, WITH ROLL-OFF HOIST SYSTEM
Due Date: 11/14/16, Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

_____
(City) (State) (Zip Code)

TELEPHONE:_____ FAX:_____

SIGNED:_____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#)_____ EMAIL: _____

Is your company a <u>certified</u> Minority Business Enterprise? *Bidders <u>must</u> complete the applicable Minority Participation Affidavit attached.*

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package._____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here _____

NOTICE: **A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:**

_____

_____

_____

_____

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _____ calendar days after receipt of order.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at http://www.baltimorecountymd.gov/purchasing.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1075
TRUCK, CAB AND CHASSIS, 70,000# GVWR, WITH ROLL-OFF HOIST SYSTEM
Due Date: 11/14/16, Time: 3:00 P.M.

PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	**COMMODITY CODE: 072-08** Truck, Cab and Chassis, 70,000# GVWR, with Mounted Roll-Off Hoist System, as specified. Cab & Chassis Mfg:_____ Hoist System Mfg:_____	1	Each	$_____	$_____

GRAND TOTAL $_____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____