



County Executive Steven R. Schuh

**ANNOUNCEMENT
ANNE ARUNDEL COUNTY, MARYLAND
Annapolis, Maryland**

**INVITATION FOR BID
TRUCK, WITH AIR COMPRESSOR AND ENCLOSED UTILITY BODY
IFB NO. 16-023
NOTICE TO BIDDERS**

Specifications and Bid Responses for providing the subject items/services are available at the Anne Arundel County Purchasing Division, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **1:30 pm**, local time, **TUESDAY, February 9, 2016**, at the same location after which they will be publicly opened and read in the Patuxent Room on the same floor. **Bids received after the above-referenced time set for opening will be rejected and returned unopened. No recording of any kind by the public will be allowed at any pre-bid conference or bid opening.**

To all Bidders: Anne Arundel County Purchasing Division will no longer automatically mail complete bid packages. Instead, we encourage anyone receiving this Notice to review and download a bid package from either the County website at www.aacounty.org. or <https://emaryland.buyspeed.com/bsol/> . A copy of the bid package may also be picked up at the above address during normal business hours.

****IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid****

Note: Questions concerning this Specification and Bid Response shall be directed to Stephen Ports, CPPB, Buyer, phone (410) 222-7665 or email at phport15@aacounty.org.

William Schull, C.P.M., CPPB
Purchasing Agent
January 12, 2016

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Solicitation Check List

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Bid Response shall be delivered to the County Purchasing Division no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?

- _____ Did an authorized company representative (reference Section 1.25) sign the Bid Response Form?

- _____ Did an authorized company representative sign and notarize the Affidavit form?

- _____ Did you include the required signature authority documents, if required?

- _____ Did you include a signed copy of the completed Vendor Information Form?

- _____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to <http://sdat.resiusa.org/UCC-Charter/Pages/CharterSearch/default.aspx>

- _____ If this Solicitation requires a Bid deposit, did you include one?

- _____ Did you provide one original and one copy of your response?

- _____ Is the outside of the submittal envelope marked with the Bid Number, the title, the due date, your company name, and your company address?

- _____ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?

MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted with Bid Response in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response, the Bid Response shall be considered null and void, and therefore, will be rejected.

County's Bid Response Form (Original)

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Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, until **1:30 p.m., local time, February 9, 2015**, and will be publicly opened at 1:30 p.m., local time, on that date.

BID SPECIFICATIONS

SECTION ONE – GENERAL INSTRUCTIONS

- 1.1 INSTRUCTIONS** – Instructions, forms, and specifications may be obtained in person from the Anne Arundel County Office of the Purchasing Agent, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, or may be downloaded from the County’s website at www.accounty.org.
- 1.1.1 All Bids shall be submitted in duplicate on and in accordance with forms for this purpose, which are available at the Office of the Purchasing Agent.
 - 1.1.2 All Bids are to be submitted in a sealed envelope.
 - 1.1.3 Each Bid shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or, if the Bidder is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this IFB and can also be obtained by the Office of the Purchasing Agent.
 - 1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent. The deadline for submitting a written request for clarification of requirements is February 2, 2016, at 3:00 p.m., local time. The County Purchasing Agent will respond by notifying all Bidders by written addendum.
 - 1.1.5 Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing no later than February 2, 2016, at 3:00 p.m., local time. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will respond by notifying all Bidders by written addendum of any interpretations made of the Specifications.
 - 1.1.6 The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications shall be directed to and shall be issued by the County Purchasing Agent in writing.
 - 1.1.7 To better ensure fair competition and to permit a determination of the lowest Bidder, Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.
 - 1.1.8 Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.

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1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

1.2 TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

1.2.1 The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

1.3 RESERVATIONS

1.3.1 The Purchasing Agent may reject all Bids and cancel the IFB, may reject parts of all Bids, or may reject all Bids for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

1.3.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.

1.3.3 The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.

1.3.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.

1.3.5 The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

1.4 SUBSTITUTES

1.4.1 When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.

1.4.2 For all items not designated "no substitutes", the County will consider a "County-approved equivalent." Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form "As Specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly

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the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

- 1.4.3 No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

1.5 MATERIAL SAFETY DATA SHEETS

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement also applies to any goods used by the Successful Bidder when providing a service to the County.

1.6 INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

1.7 DISPUTES

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

1.8 LAW AND REGULATIONS

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

1.9 EQUAL OPPORTUNITY

- 1.9.1 It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

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1.9.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Bidder shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

1.10 INDEMNIFICATION

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

1.11 TERMINATION PROCESS

1.11.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

1.11.2 The Successful Bidder shall be provided 30 days notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

1.11.3 This Agreement may be terminated by the County upon at least seven (7) days notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

1.11.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

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1.12 OPTIONAL USE OF CONTRACT

1.12.1 The Successful Bidder 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 Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

1.12.2 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 IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

1.13 CORPORATION REGISTRATION

1.13.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 (“SDAT”) before doing any business in this State.

1.13.2 All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

1.14 REFERENCES TO ALTERNATE TERMS

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

1.15 PAYMENT TERMS

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Bidder and a final invoice submitted by the Successful Bidder and approved by the County. To receive payment for services rendered, the Successful Bidder shall submit an invoice to:

Anne Arundel County, Maryland
Office of Finance
P. O. Box 2700
Annapolis, MD 21404

Payment shall be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued pursuant to any resulting agreement for this IFB.

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1.16 ASSIGNMENT

The Contract resulting from this IFB and the compensation, which may become due thereunder are not assignable except with prior written approval of the County.

1.17 AVAILABILITY OF FUNDS

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

1.18 INTERPRETATION

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

1.19 INTEGRATION

The IFB, the Successful Bidder's Bid, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

1.20 FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the County may be found jointly or solely liable.

1.21 CHANGES

1.21.1 The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

- 1.21.1.1 The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract.
- 1.21.1.2 The price for each item as offered by the Successful Bidder is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- 1.21.1.3 The items added are relatively insignificant to the overall value and services under the agreement.

1.22 MOST FAVORED PUBLIC ENTITY

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

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1.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, grounds, equipment, vehicles, or property caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

1.24 CONDITIONS FOR PURCHASING ELSEWHERE

1.24.1 Time is of the essence. Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

1.24.2 The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

1.25 SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS EXCEEDING \$150,000)

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

TYPE OF LEGAL ENTITY:

<p>Company/Corporation or Professional Service Corporation</p> <p><i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>President or Vice President</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>By-Laws, Articles of Incorporation, or a Corporate Resolution</p>
<p>Partnerships</p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Statement of Partnership Authority</p>
<p>Limited Partnerships</p> <p><i>("L.P.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>General Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Certificate of Limited Partnership</p>

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Limited Liability Company / Corporation (“LLC” or “LC”)	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships (“L.L.P.” or “LLLP”)	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

1.26 CHANGES/ERASURES TO BID RESPONSE

To be considered, all erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

1.27 BIDDER’S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

1.28 BID RESPONSE MODIFICATIONS OR WITHDRAWAL

- 1.28.1 A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Division in writing.
- 1.28.2 Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.
- 1.28.3 No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

1.29 ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA

****IMPORTANT NOTICE**:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Bidder's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders

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shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid.**

1.30 CONTENT

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

1.31 CONFLICT OF INTEREST

1.31.1 By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.

1.31.2 Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

1.32 HEADINGS

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

1.33 IFB TEXT EMPHASIS

Throughout this IFB, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

1.34 PARENT COMPANY

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

1.35 ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

1.36 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

1.37 EXECUTIVE ORDER #24

Pursuant to Executive Order 24, Bidders are required to comply with all applicable laws and regulations relating to the employment of aliens. If a Bidder fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Bidder's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this IFB, the Bidder certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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1.38 CONFIDENTIAL AND PROPRIETARY INFORMATION

- 1.38.1 All information contained in the Bid is subject to production under the Maryland Public Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled “Confidential and Proprietary Information”. The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or “proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.
- 1.38.2 Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Bid Response on the grounds that the Bid Response is not responsive.
- 1.38.3 Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to the IFB, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.
- 1.38.4 Contractor agrees to promptly provide any non-confidential information or materials required by the County to respond to such requests, to the extent required by law.

1.39 INDEPENDENT CONTRACTOR

In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

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SECTION TWO – GENERAL SPECIFICATIONS

2.1 SCOPE

- 2.1.1 These Specifications are intended to cover the furnishing and delivery of one (1) Utility Truck with mounted Air Compressor and an enclosed utility body for the Anne Arundel County Department of Public Works, Bureau of Utility Operations, as listed in Section Three and in the attached Bid Response Form.
- 2.1.2 All goods delivered shall be the manufacturer's current models, completely serviced by the Successful Bidder, and shall be delivered ready in all aspects to be placed in normal operating service.
- 2.1.3 The County shall have the option of purchasing additional vehicles at the Bid price through August 31, 2016 at the County's sole discretion.

2.2 PRE-BID CONFERENCE

- 2.2.1 A Pre-Bid Conference has not been scheduled for this IFB.
- 2.2.2 Bidders are strongly encouraged to bring any issues regarding this IFB or the equipment/services to be provided to the attention of the County Buyer prior to the deadline as detailed in clauses 1.1.4 and 1.1.5 above.
- 2.2.3 Any modifications, additions, or deletions to the Specifications that result from questions or comments from potential Bidders shall be in the form of an addendum to be posted on the County's website.
- 2.2.4 No recording of any kind by the public will be allowed at any pre-bid conference or bid opening.

2.3 PURCHASE ORDER RELEASE

- 2.3.1 Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.
- 2.3.2 Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

2.4 TERM OF CONTRACT

This Contract shall be in effect through August 31, 2016.

2.5 WARRANTY AND SERVICE

The Successful Bidder warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

2.6 DELIVERY/INSTALLATION OF GOODS

- 2.6.1 Successful Bidder shall guarantee delivery of goods to the Anne Arundel County, Maryland, between the hours of 8:30 a.m. and 3:00 p.m., local time, Monday through Friday, excluding County holidays.

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- 2.6.2 Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award.
- 2.6.3 Successful Bidder shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number.
- 2.6.4 All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.
- 2.6.5 The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

2.7 TRADE-INS

- 2.7.1 The County offers the following as a trade in toward the purchase of the equipment described in this IFB:

One (1) 2006 GMC C7500 van, VIN# 1GDP7C1306F403367, COUNTY-ID# 240600, approximately 114,500 miles, with mounted Sullair compressor model 185HDOU, S/N 004-151856, 502 hours
- 2.7.2 The equipment offered is available for Bidder's inspection by advance arrangement with Paul Weber at 410-222-8440
- 2.7.3 Bidder shall bid a trade-in credit for any used County equipment offered in this IFB if offering a bid on the new equipment to be purchased by the County (trade-in). Bidder may elect to offer a purchase price to buy the used equipment without offering a bid on the new equipment (direct sale). The County, at its sole discretion, will accept or reject the highest trade-in or direct sale offer.
- 2.7.4 The used equipment bid lines shall be evaluated first. If the highest bid received on the used equipment is for a direct sale and is accepted by the County, all trade-in bids shall be removed from consideration in the evaluation of bids for the purchase of the new equipment. The award of the new equipment shall be to the lowest responsive and responsible Bidder, exclusive of any direct sale or trade-in value.
- 2.7.5 If the highest bid received on the used equipment is for a trade-in and is accepted by the County, then all direct sale bids shall be rejected. The award of the new equipment shall be made to the lowest responsive and responsible Bidder after evaluating the price for the new equipment less the trade-in offered.
- 2.7.6 If the used equipment is to be disposed of by direct sale, upon delivery and acceptance of the equipment being purchased by the County under this IFB, the County shall remove the used equipment to be sold from active duty and shall notify the Successful Bidder for the used equipment that the used equipment is available for transfer. The Successful

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Bidder for the used equipment shall submit to the County a money order, certified check, or cashier's check for the full amount of the bid within ten (10) calendar days of notice that the used equipment is available for transfer of ownership. The County will surrender the used equipment to the Successful Bidder for the used equipment after receipt of payment.

- 2.7.7 If the used equipment is to be disposed of through a trade-in, the County will surrender the used equipment to the Successful Bidder for the new equipment upon delivery and acceptance of Successful Bidder's goods. Trade-in value offered shall be deducted from the purchase price of the goods being purchased, and the balance will be paid to the Successful Bidder.
- 2.7.8 Whether disposed of by trade-in or direct sale, the used equipment shall become the sole property of the Successful Bidder and shall be removed immediately from County premises at the Successful Bidder's expense once the sale has been finalized. Successful Bidder shall be solely responsible for compliance with all laws and regulations related to acceptance of the used equipment.
- 2.7.9 Purchases of goods from the County, including trade-ins and buybacks, are subject to Maryland sales tax if the Successful Bidder is taking possession of the goods within the State borders. When appropriate, the County will add the applicable Maryland sales tax to the purchase amount and Bill of Sale, and will collect the tax and remit to the State of Maryland, unless the Successful Bidder provides a valid Maryland Sales and Use Tax Resale Certificate.

2.8 PROCUREMENT CARD

This clause is deleted from this IFB.

2.9 REGULAR DEALER

Quotes shall be considered only from Bidders that qualify as a "regular dealer." A "regular dealer" means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods that are the subject of this IFB.

2.10 BID DEPOSIT

This clause is deleted from this IFB.

2.11 AWARD OF CONTRACT

- 2.11.1 The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent, not earlier than seven (7) days after the public opening of bids. The decision of the Purchasing Agent is final.
- 2.11.2 Any other considerations for the award shall be stated in the Specifications and Bid Response.
- 2.11.3 Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an

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aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

2.12 LITERATURE AND SAMPLES

- 2.12.1 If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods within five (5) days of the request, giving full details as to type of goods to be furnished under a Contract.
- 2.12.2 Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked "SAMPLES FOR BID NO. 16-022". Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.
- 2.12.3 The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent's discretion.

2.13 INSURANCE REQUIREMENTS

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

2.13.1 COMMERCIAL GENERAL LIABILITY INSURANCE

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

2.13.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

2.13.3 WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

2.13.4 On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall

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be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.

- 2.13.5 Professional Liability Insurance - This clause is deleted from this IFB.
- 2.13.6 The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.
- 2.13.7 **Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.**
- 2.13.8 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.
- 2.13.9 Contractor shall advise the County at fax # 410-222-7624 and by first-class, certified mail within two (2) business days of any cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so shall be construed as a material breach of this Agreement.

2.14 RETURN GOODS POLICY

- 2.14.1 The County shall apply the following policy to returned goods throughout the term of the Contract. By its signature on the Bid, the Bidder acknowledges it has read, understood, and agreed with the following policy.
- 2.14.2 Returns generated by the Successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Bidder with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Bidder shall bear all freight and delivery charges.
- 2.14.3 Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Bidder. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Bidder may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Bidder's published restocking charge, whichever is less. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost of returned goods.
- 2.14.4 Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Bidder. Restocking charges cannot exceed the Successful Bidder's published catalog restocking fee for such returns. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

2.15 PRICE ADJUSTMENTS

This clause is deleted from this IFB.

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2.16 AGREEMENT

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this IFB as part of the Contract.

2.17 PERFORMANCE, LABOR & MATERIAL BONDS

This clause is deleted from this IFB.

2.18 NEGOTIATED PRICING

This clause is deleted from this IFB.

2.19 EXCEPTIONS TO THESE SPECIFICATIONS:

2.19.1 When the Bid Response differs in any way from the Technical Specifications and/or requirements set forth herein, the Bidder shall explicitly describe each variance in detail in a separate written Exceptions Sheet, referencing the appropriate paragraph or Clauses to which the variance applies and shall provide this information with the Bid Response.

2.19.2 Any exceptions to these specifications referenced in any price sheet, catalog, literature, build sheets, manufacturers' specifications or any other written information included in the Bid Response that is not documented in the Bidders' Exception Sheet shall not be part of any Contract with the Successful Bidder and shall be disregarded by the County.

2.19.3 The County shall, at its sole discretion, accept or reject individually any exceptions taken to these Specifications by the Bidder as declared on the Exceptions Sheet. The Bidder shall have 48 hours after written notification (fax and/or email) by the County to remove any exceptions rejected by the County or the Bid Response shall be rejected as being non-responsive.

2.20 UNBALANCED BIDS

A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent both mathematically and materially unbalanced, may be rejected as non-responsive.

(An example would be bidding overhead labor rates below regular time rates, or bidding laborer rates above Supervisor or Foreman rates. Another example is bidding a 1 gallon container of a product higher than a 5-gallon container of the same product.)

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SECTION THREE – TECHNICAL SPECIFICATIONS

3.1 DIMENSIONS

- 3.1.1 Non-CDL required vehicle, estimated GVWR- 26,000 lbs.
- 3.1.2 Usable CA shall be 110"-112" to accommodate body and compressor platform.
- 3.1.3 Integral Frame - 80,000 PSI yield (minimum)
- 3.1.4 NO BOLT-ON FRAME EXTENSIONS (no exceptions)

3.2 BRAKE SYSTEM

Four (4)-wheel disc with four (4)-channel ABS

3.3 ENGINE and EQUIPMENT

- 3.3.1 Diesel, minimum requirements: 6.7 liter, 250 HP @, 2300 RPM, 660 lbs. Gross torque@ 1200 RPM - no exceptions.
- 3.3.2 Engine shall meet 2015 EPA/GHG14 emission standards. **(No Exceptions)** An official Certificate of Conformity issued by the EPA shall be provided with the Bid Response. The certificate level (CERT) shall demonstrate that the engine is at or below the emissions cap (STD). There are no exceptions to this requirement. Anne Arundel County will not accept any engine that fails to meet the emissions limits and standards listed above. Any bid submission that does not include the required stated emissions documentation, may be considered non-responsive and out of specification.
- 3.3.3 Right vertical exhaust with straight tailpipe and rain cap
- 3.3.4 Fuel tank, minimum sixty (60) US gallon (minimum) LR step type, mounts so as not to interfere with the body up fitter requirements.
- 3.3.5 Engine block heater, minimum 1,000 watt/115 volt, with receptacle
- 3.3.6 Alternator, 160 amp (minimum).
- 3.3.7 Dual batteries, 1850 CCA (minimum)
- 3.3.8 Automatic engine shutdown and alarm for low/high oil pressure or high coolant temperature

3.4 TRANSMISSION and EQUIPMENT

- 3.4.1 Automatic 5-speed, approximate 660 lb. ft. torque rating (ref: Allison 2200 HS, or County-approved equivalent)
- 3.4.2 Auxiliary Transmission oil cooler (air to oil) and filter
- 3.4.3 Transmission temperature gauge

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3.5 FRONT AXLE and EQUIPMENT

- 3.5.1 Front axle capacity 8,000 lbs. minimum, with 8,000 lbs. minimum taper leaf spring
- 3.5.2 Shock absorbers, right and left side, heavy duty
- 3.5.3 Power steering
- 3.5.4 Two (2) front frame mounted tow hooks

3.6 REAR AXLE and EQUIPMENT

- 3.6.1 Single speed rear, 19,000 lbs. minimum capacity, with 21,000 lbs. multi-leaf spring and rubber helper and shock absorbers
- 3.6.2 Gear Ratio - 4.88 to 1 (approximate) ratio shall achieve and maintain a constant, maximum load, road speed of 55 to 65 MPH at 1 % grade with tires and transmission as specified and/or supplied by the Successful Bidder
- 3.6.3 Magnetic filler and drain plugs
- 3.6.4 Back-Up alarm - 97 db. at 75 ft. (minimum)

3.7 WHEELS, RIMS and TIRES

- 3.7.1 FRONT: 19.5 x 6.75", 8-lug hub piloted, 245/70R19.5 four (4)-ply (G rated) highway tread tires
- 3.7.2 REAR: 19.5 x 6.75", 8-lug hub piloted, 245/70R19.5 four (4)-ply (G rated) mud and snow tread tires
- 3.7.3 SPARE: One (1) complete, full-size unit to match front assembly

3.8 CAB and EQUIPMENT

- 3.8.1 Aluminum conventional cab – no exceptions
- 3.8.2 Tinted glass, all windows
- 3.8.3 Intermittent windshield wipers with washers
- 3.8.4 Outside mirrors right and left, power, lighted, heated, black composite including convex spot mirrors
- 3.8.5 Cab entry grab handles right and left
- 3.8.6 Air suspension, high back, fully adjustable driver's seat capable of reclining, with two (2)-passenger bench seat with storage compartment.
- 3.8.7 Radio, AM/FM factory installed
- 3.8.8 Electric engine hour meter, full gauge instrumentation with warning lights

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- 3.8.9 Power jack, 12-volt
- 3.8.10 Halogen headlamps
- 3.8.11 Turn signals, self-canceling with four (4)-way hazard warning switch
- 3.8.12 Five (5) cab roof marker lamps
- 3.8.13 Dome lamp with door activated switches
- 3.8.14 Air conditioning, factory installed
- 3.8.15 Fire Extinguisher - 3A40B:C cab mounted with bracket and strap (NO EXCEPTIONS)
- 3.8.16 Three (3) reflective triangles with container, cab mounted
- 3.8.17 Central control panel box with provisions for heavy duty lighted and labeled rocker switches for auxiliary electrical equipment, and provision for PTO hour meter
- 3.8.18 Front Bumper full width, painted steel
- 3.8.19 Seat Belts-Driver and Passenger, High Visibility-Orange or Red (NO EXCEPTIONS)
- 3.8.20 Steering wheel – tilt & telescoping
- 3.8.21 Daytime running lights or lights on with wipers
- 3.9 PAINT and INTERIOR TRIM**
 - 3.9.1 Standard level vinyl interior trim, blue, black, or gray
 - 3.9.2 Sound and insulation package with full head liner
 - 3.9.3 Solid color no-lead exterior light blue (REF: Dupont "Clearwater Blue" # 27154-U, or County-approved equivalent) for cab and body
- 3.10 BID THE FOLLOWING OPTIONS**
 - Extended Cab in lieu of standard Cab

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SECTION FOUR – TECHNICAL SPECIFICATIONS – UTILITY BODY

ref: OMAHA MODEL-108-60-20-LB; or County-approved equivalent

4.1 BODY DIMENSIONS AND REQUIREMENTS

(NOTE: these dimensions are dependent and specific upon CA & OL of cab and chassis, and width of air compressor. The Bidder shall specify actual dimensions if more than a 2% variance from these specified dimensions).

- 4.1.1 Load area, inside: 94-1/2" wide, 54-1/2" minimum wide load area. Inside minimum height of 72" from floor to ceiling
- 4.1.2 Storage box, 108" long (main body)
- 4.1.3 Lower compartment depths 20" to 22", upper compartment depths 15" minimum
- 4.1.4 Superstructure - Roof - approximately 84-1/2" wide
- 4.1.5 Understructure - 5" 6. 7 lb. structural steel channel
- 4.1.6 Floor - 3/16" safety tread plate.
- 4.1.7 Basic body- 12 and 14 ga. A60 galvanized steel
- 4.1.8 Front body shall be equipped with a solid bulkhead
- 4.1.9 Master single locking type system for all side boxes and must be operated and locked at rear of body with "T" type twist lock handle
- 4.1.10 All doors shall be a double panel construction with 18ga A60 galvanized steel inner and outer panels. Flush mounted, slam action single point and 2-point locking paddle type latches riveted to doors. Latches shall be keyed alike per vehicle. All doors shall be individually lockable and/or lockable via master locking system. Each unit shall be supplied with two (2) Master (or County-approved equivalent) industrial pad locks - keyed alike per unit. Each unit shall be supplied with four (4) keys per each type of lock.
- 4.1.11 All doors shall have replaceable rubber bulb automotive type seal, including underbody box doors and front storage box doors
- 4.1.12 Spring loaded door holders and stops on all vertical doors
- 4.1.13 Door hinges with 1/4" diameter stainless steel rod (all hinge brackets and bearing blocks shall be removable)
- 4.1.14 Front vertical compartments (curb and roadside) shall be equipped with vertical overlapping door, (6) 17" deep minimum reinforced slotted removable shelves with 40 lb. adjustable dividers and 12-gauge deck plates with water sump and drain holes in base of compartments. Horizontal compartment above wheel housing roadside and curbside shall be equipped with vertical overlapping doors – two (2) 17" deep minimum reinforced slotted adjustable and removable shelves with (20) adjustable dividers. Rear vertical

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compartment – street side, and curb side shall be equipped with a single vertical door and all shelving shall be 16-gauge A60 galvanized steel, reinforced and painted to match cab in polyurethane.

- 4.1.15 Four (4) 17" deep minimum reinforced slotted adjustable and removable shelves with adjustable dividers and a thru compartment between floor and chassis frame.
 - 4.1.16 Six (6) adjustable half-length shelves shall be installed inside superstructure, road side and curbside. Each shelf shall be equipped with a 2" lip. Three (3) shelves per half per side
 - 4.1.17 Rear of body shall be equipped with vertical overlapping doors. The left door shall have inside handle and 2-point latch and the right door shall have a 3-point dead bolt "T" handle lock. (Doors shall be equipped with spring loaded door holders at top of doors). Rear doors shall not have windows). Rear of body shall have a vise, vise slot, and bracket installed.
 - 4.1.18 Rear body doors shall be solid panel with two (2) 12" x 24" ventilation louvers.
 - 4.1.19 Two (2) grab handles shall be installed inside floor area at the rear of the vehicle, curbside and street side.
 - 4.1.20 Two (2) chock block storage areas in wheelhouse panels (storage and curb side), with a bar type locking device Wheel chocks and security chains shall be included
 - 4.1.21 Rubber fenderettes (or County-approved equivalent) on wheelhouse panels - roadside and curbside Rear wheel splashguards shall be installed inside the fender wells
 - 4.1.22 Apply "Line-X" coating (or County-approved equivalent) to the interior of the utility body (floor, sides and bulkhead)
- 4.2 LADDER RACKS**
- 4.2.1 Laser or plasma-cut pipe rack shall be installed street side, capable of holding three (3) 6" diameter pipe vertically and painted color code of body.
 - 4.2.2 Double ladder rack (vertically) capable of carrying two (2) extension ladders shall be installed curb side.
- 4.3 REAR BUMPER**
- 4.3.1 Two (2)-step type rear bumper and step, 10-3/4" to 12" deep triple with a Bustin grating step surface on top and bottom steps.
 - 4.3.2 Apply "Line-X" coating (or County-approved equivalent) to the entire outward facing portion of the bumper and mount plate.
- 4.4 INVERTER**
- 4.4.1 DC to AC, 3000 watt pure sine wave power inverter capable of operating in a heavy duty, high vibration, truck-mounted application

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- 4.4.2 The inverter shall be industrial grade and UL Listed. The inverter shall produce a pure sine waveform consistent with operating any 120 VAC, 60 HZ single phase equipment within the inverter's power rating.
- 4.4.3 Overall construction shall be of corrosion resistant aluminum with a powder coated finish further improving corrosion resistance
- 4.4.4 To ensure adequate clearance, overall dimensions shall not exceed 16" in length, 17" in width, 7-1/2" in height, weight no more than 58 lbs. and allow installation in any position (vertically or horizontally)
- 4.4.5 The design shall incorporate a 60 Hz steel transformer (high frequency ferrite transformer not acceptable)
- 4.4.6 The chassis design shall incorporate a thermally controlled fan.
- 4.4.7 To reduce vibration related failures, the inverter's internal components shall be firmly affixed to chassis anchor points.
- 4.4.8 Inverter shall be mounted behind in curb side rear compartment and shall be powered by the vehicle's battery via a heavy duty battery cable.
- 4.4.9 Minimum one (1) AC receptacle with GFCI protection.
- 4.4.10 Microprocessor control, 16 bit, 16 MHz
- 4.4.11 Enclosed compartment for DC and AC connections with front access
- 4.4.12 Inverter remote dim-lit ON/OFF switch mounted on interior of cab
- 4.4.13 Automatic low battery shutdown at 10.5 volts DC with in-rush delay
- 4.4.14 Automatic electronic short circuit/overload protection and automatic high temperature shutdown
- 4.4.15 LED Indication of External Power, Inverter Power, Low Input Voltage, Overload, and High Temperature
- 4.4.16 Battery Voltage indicator with Push to Test switch
- 4.4.17 Inverter manufacturer shall be ISO 9001:2000 Registered
- 4.4.18 Input Current: Up to 300 amps DC; Input Voltage: 11-17 VDC
- 4.4.19 Output Current: Up to 25 amps AC; Output Voltage: 120 \pm 5% VAC
- 4.4.20 Output Waveform: Pure sine wave, less than 5% THD typical
- 4.4.21 Output Frequency: 60 Hz \pm 0.05%; Output Rating: 1hp

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- 4.4.22 Output Power: 3000 Watts, Continuous Peak Output: 54 amps AC
- 4.4.23 Efficiency: Up to 88%
- 4.4.24 Inverter shall have provisions for future remote AC outlets.
- 4.4.25 Product shall be UL and CUL Listed for land vehicle use, and comply with all OSHA and MOSHA requirements.
- 4.4.26 Inverter manufacturer shall supply technical and design support as needed at no additional charge.
- 4.4.27 Manufacturer shall guarantee repair of defective out of warranty inverters within one week.
- 4.4.28 GFCI outlets shall be installed on outside of body at rear body panels.

4.5 COMPRESSOR PLATFORM

- 4.5.1 One (1) full width storage compartment under 3/16" treadplate steel top for mounting compressor between cab and body. Shall be equipped with a horizontal drop down door at each end and a partition 60" from one end of box (There shall be no rain retainers on door posts).
- 4.5.2 One (1) under-platform 48" long x 12" high x 21" deep toolbox located on curb side, equipped with 1/4" marine-grade plywood on base. Fold-down door
- 4.5.3 Two (2) bolt-on and easily removable 6" long x 40" high x 96" deep aluminum cross-boxes with center horizontal shelf. One mounted on platform forward of compressor and other mounted on platform aft of compressor. Bottom of cross-boxes on aluminum track shall secure middle of box to body. Shall be removable to allow access to compressor engine compartment

4.6 LIGHTING AND ELECTRICAL

- 4.6.1 Ecco Vantage 12-00002-E 54" wide LED amber emergency light bar, or County-approved equivalent, mounted on roof of cab. Light bar shall use its own independent switch (chassis OEM switch).
- 4.6.2 "Arrow stick" (Whelen amber emergency LED TAM-85 Light Stick, or County-approved equivalent), 46-7/8" long, eight (8) lamp traffic control light fixture installed at the rear body of vehicle above rear doors of service body and below three (3) bar hi-roof marker light.
- 4.6.3 Furnish and install an amber emergency strobe light WARN Target-Tech Model #901 and lens guard Model #210781. It shall be mounted center of extreme front of body roof and shall be controlled by a dash-mounted lighted switch in the central control panel and shall be labeled "BEACON".

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- 4.6.4 Two (2) Ecco 3011A SAE Class I (surface-mounted) oval amber emergency LED strobe lights in rear panels of hi-roof portion of body and below work lights.
- 4.6.5 All above amber emergency lights to be wired to a single switch in the cab, preferably an OEM factory switch and shall be labeled "STROBE LIGHTS".
- 4.6.6 Two (2) dual LED scene lights (Whelen Pioneer Plus PFP2 on ball brackets) shall be mounted as high as practical on the same horizontal line at rear of body toward street side and curb side. The scene lights shall be controlled by a dash-mounted lighted switch in the central control panel and shall be labeled "SCENE LIGHTS".
- 4.6.7 Four (4) 30" heavy duty 180 degree swivel utility LED load area light bars installed and controlled by a dash-mounted lighted switch in the central control panel and be labeled "DOME LIGHTS" as well as with rocker switch on each light. Each light shall consist of eighteen (18) high power, one (1) watt, white LEDs with aluminum housing.
- 4.6.8 Furnish and install: two (2) sets ea. of flush-mount LED turn, stop and tail lights on rear of body as high as practical; back-up lights slightly above rear bumper; and one (1) tag bracket and light on left rear of body.
- 4.6.9 All wiring shall be encased so as to be protected from damage or breakage from either inside or outside of body and compartments. ·
- 4.6.10 All body lighting shall comply with U.S. DOT, NHTSA, and Federal Motor Vehicle Safety Standard No. 108.

4.7 GENERAL

- 4.7.1 Body shall be fully rust proofed or guaranteed against rust-thru perforation for a minimum period of six (6) years, exclusive of any inspections.
- 4.7.2 Body shall be painted inside and out with a polyurethane automotive paint to match the color of the cab:
- 4.7.3 All surfaces that may be walked on shall be treated with a spray-on bed liner non-slip material.
- 4.7.4 Any welding or burning to frame, chassis, or cab shall be treated, repaired and painted to original condition.
- 4.7.5 All lower boxes shall have a water sump and drain holes in bottom of boxes and a minimum of 12-gauge floor plate.

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SECTION FIVE – TECHNICAL SPECIFICATIONS – COMPRESSOR

5.1 GENERAL

- 5.1.1 Platform mount-type diesel powered air compressor; cost of compressor, et al. in Section 5, shall be included in bid price, Line Item #1.
- 5.1.2 Shall provide 100 PSIG delivery pressure at 210 CFM.
- 5.1.3 Sound level maximum 73db at 23 feet
- 5.1.4 Short and long side fork lift slots for easy mounting.
- 5.1.5 Centered lifting hook, removable side panels
- 5.1.6 Easy to read instrument panel with push-to-load switch and lockable cover
- 5.1.7 Unit shall be completely independent and have a minimum of a 28-gallon fuel tank (filler neck street side) and battery with bolt on cover and remote battery jumper connections street side.
- 5.1.8 Remote fluid and oil drains shall be mounted curbside
- 5.1.9 Compressor shall be mounted directly to the chassis between the cab and the van body.
- 5.1.10 Extend all fluid and oil fill points for easy access
- 5.1.11 Provide easy access to battery

5.2 DIMENSIONS

- 5.2.1 OL- 84.5"
- 5.2.2 OW- 33.3"
- 5.2.3 OH- 48.3"
- 5.2.4 Weight- 2130 lbs. (maximum)

5.3 ENGINE

- 5.3.1 Kubota Diesel V2403 (or County-approved equivalent). 48 HP @2600 RPM. Shall meet Tier 4 EPA emissions standard
- 5.3.2 Spin-on oil filter
- 5.3.3 Oil fill extension to street side access panel as close to top of compressor as possible.
- 5.3.4 Remote compressor and engine oil drains to street side.
- 5.3.5 Oil capacity: 2.38 gallons

5.4 COMPRESSOR

- 5.4.1 Unit shall be direct drive rotary screw

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- 5.4.2 Twelve (12)-volt start and run
- 5.4.3 High capacity cold start battery. 750 CCA
- 5.4.4 Sealed maintenance-free battery cables with copper ground return to starter. Separate copper ground shall be wired from starter ground to compressor.
- 5.4.5 Delco (or County-approved equivalent) 63-amp alternator (minimum)
- 5.4.6 Bosch (or County-approved equivalent) starter with auxiliary solenoid
- 5.5 COOLING SYSTEM**
 - 5.5.1 Antifreeze shall be ten degrees below zero (-10) and system shall have sufficient cooling capacity to operate at 120 degrees F., ambient temperature.
 - 5.5.2 Radiator and filler neck shall be at curb side access door.
 - 5.5.3 Nalcool (or County approved equivalent) corrosion inhibitor
- 5.6 AIR FILTERS**
 - 5.6.1 Separate 4-micron air inlet filters for compressor and engine.
 - 5.6.2 Filter housings shall be watertight
- 5.7 AUTOMATIC SHUTDOWN AND WARM-UP CIRCUIT**
 - 5.7.1 Unit shall shut down automatically at high compressor temperature or low engine oil pressure with malfunction indicator
 - 5.7.2 Unit shall have automatic warm-up and run circuit
- 5.8 FUEL SYSTEM**
 - 5.8.1 Shall have sufficient capacity to run unit under full load for ten (10) continuous hours. Fuel consumption 2.67 gal/hr @ full load 1.3 gal/hr off load max
 - 5.8.2 Fuel tank fill shall be located on street side and shall be no higher than 30" above base of compressor
- 5.9 EXHAUST SYSTEM**
 - 5.9.1 Muffler shall be aluminized steel and mounted below canopy.
 - 5.9.2 Vertical exhaust pipe shall be stainless with rain cap.
 - 5.9.3 Canopy shall be sealed at exhaust outlet to prevent water from lying in end of muffler.
- 5.10 RECEIVER**
 - 5.10.1 Shall be ASME approved at 100 PSIG with relief valve upstream of final oil separator.
 - 5.10.2 Oil fill and sight gauge shall be located outside of enclosure at street side

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- 5.10.3 Oil sight gauge shall be mounted street side and easily able to read from controls
- 5.10.4 Shall include a pressure feed pneumatic tool lubricator (ASL model #30-PF-1 NPT, or County-approved equivalent).
- 5.11 SERVICE AIR CONNECTIONS**
Two (2) 3/4" service valves and one (1) 1"
- 5.12 LUBRICATOR**
Pressure-fed pneumatic tool lubricator mounted in-line before hose reels - #30, 1/2 pint.
- 5.13 HOSE REELS**
- 5.13.1 REELCRAFT (or County-approved equivalent) rewind hose reel with hose lock and 100' of 3/4" high pressure air hose shall be mounted directly under compressor frame rails street side
- 5.13.2 REELCRAFT (or County-approved equivalent) rewind hose reel with hose lock and 50' of 3/8" high pressure air hose shall be mounted directly under compressor frame rails street side located next to the above referenced hose reel
- 5.13.3 All connections shall be equipped with 1/2" quick connect CAM-lock type hose connections (4 fittings).
- 5.13.4 All ball valves shall be safety-vented type with sliding lock mechanism.
- 5.14 MOUNTING AND PAINTING**
- 5.14.1 Unit shall be mounted to a continuous welded steel frame with 5/8" mounting holes drilled in base of frame (approximately 75" O.C. longitudinally, 28 1/2" O.C. transversely)
- 5.14.2 Shall be painted (outside) to match factory color of the body. Paint shall be polyurethane. Supply one (1) quart (minimum) touch-up paint to the county with delivery of each vehicle.
- 5.14.3 Mount the unit to vehicle frame using grade 8 (minimum) stainless nuts, bolts, and lock washers.
- 5.14.4 Unit shall be tested and fully operational at time of delivery.
- 5.15 ENCLOSURE**
- 5.15.1 Shall meet or exceed latest EPA noise level requirements
- 5.15.2 All hinges, latches, locks and hardware shall be rust free aluminum or stainless
- 5.15.3 Shall have removable access panels top, ends and sides
- 5.15.4 Shall include a lifting bail at center of gravity with access door
- 5.15.5 Shall include full length forklift pockets

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5.16 INSTRUMENTATION

- 5.16.1 Gauges shall include air pressure, compressor discharge temperature, hour meter, engine oil pressure, and engine coolant temperature.
- 5.16.2 All gauges shall be illuminated.
- 5.16.3 Shall include a keyed ignition switch
- 5.16.4 Operating instructions shall be mounted on the door
- 5.16.5 Access door shall be lockable with padlock and a 3" x 3" x 1/16" stainless or aluminum rub plate riveted to the door directly below lock eye.

5.17 OTHER

- 5.17.1 Unit shall be equipped with automatic blow-down valve, receiver relief valve and minimum pressure valve
- 5.17.2 Warranty- 24 months (minimum)
- 5.17.3 Manuals- One (1) complete set of operator's parts and maintenance manuals with each unit shall be delivered to fleet Manager, Bureau of Utility Operations
- 5.17.4 Successful Bidder shall supply DVD video training disc of the operation.

SECTION SIX - EQUIPMENT TRADE IN/SALE

The County, at its sole discretion, will accept or reject the Successful Bidder's trade-in allowance or purchase offer and will advise the Successful Bidder at issuance of the purchase order. If accepted, the County shall only surrender the trade- in unit(s) upon final acceptance of the new unit described in these specifications. The trade-in allowance shall be deducted from the final, direct purchase price of the new unit. Surrendered trade-in/sale equipment shall become the sole property of the Successful Bidder and shall be removed within ten (10) working days of final acceptance of the new unit at the Successful Bidder's sole risk and expense. Surrendered equipment shall be removed between the hours of 8:00 AM – 2:00 PM, Monday through Friday.

SECTION SEVEN – TRAINING

The Successful Bidder shall provide training in the complete service and operation of the vehicle and compressor equipment for up to fifteen (15) designated mechanics and service operators as required by the County. The training shall consist of basic operation of the vacuum system and controls and Operator level daily maintenance. This training shall also include training for the Mechanic personnel on preventive maintenance, troubleshooting and basic repair of the units. Training shall take place within thirty (30) days after acceptance of units by the County. Training shall be scheduled Monday through Friday, except County holidays, between the hours of 7:30 am and 4:00 pm. Training shall be held at 8435D Maxwell Frye Rd., Millersville, MD 21108. The cost of training shall be included in the Bid Price.

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Call Paul Weber at 410-222-8440 x1 and Bryan Stubbins at 410-222-6120 at least **60 days** in advance to arrange training.

****IMPORTANT NOTICE:** Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid. **

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BID RESPONSE FORM

(Submit Original and One Duplicate Copy)

Purchasing Agent
 The Heritage Office Complex
 2660 Riva Road, 3rd Floor
 Annapolis, Maryland 21401

In accordance with your Announcement, the Bid Response and Specifications contained herein and dated January 12, 2016, and your General Information and Notice to Bidders bearing the same date, we wish to quote the following:

Item #	Description	Quantity	Unit	Unit Price
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Item #1: Van, Utility, per Specifications	1	ea.	\$_____
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Make & Model Bid: _____

Statement of Warranty _____

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

Item #2: Optional Extended Cab (Additional cost of the extended cab to be inserted here. Do <u>not</u> include the cost of line #1)	1	ea.	\$_____
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Item #3: Trade-in/Sale, 2006 GMC C7500 Van, VIN# 1GDP7C1306F403367, County ID# 240600, approximately 114,500 miles, with mounted Sullair compressor model 185HDOU, S/N 004-151856, 502 hours	1	ea.	\$(_____)
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Award shall be based on the Grand Total for all Items Inclusive (Bid Item #1 & #2, less #3), subject to Clause 2.7 above:

\$_____

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

The Bidder certifies that this Bid Response has been duly authorized and approved by all required organizational action of the Bidder. The person executing this Bid Response on behalf of the Bidder certifies that he or she has the legal and organizational authority to do so.

Bidder's Company Name: _____

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Vendor Information Form

It is further agreed by the undersigned that upon our receipt of your written advice of the acceptance of our Bid, the necessary contract will be executed within ten (10) calendar days after such notice.

Bidding Firm Name: _____

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: _____

Street Address: _____

City and State: _____ Zip Code _____

Business Phone: (Toll Free #, if applicable) _____ Date: _____

Fax Number: _____ Terms of Payment: _____

Contact Name and Title: Mr. Mrs. Ms. _____

Email Address: _____

Website Address, if available: _____

Registration # Issued by the MD Dept. of Assessment and Taxation*: _____

(*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: _____

In accordance with the County Code, Article 8-2-120, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). (Write "none" if there are no affiliations.):

- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations Black Male Black Woman Women Asian Hispanic None

Printed Name and Title of Agent: Mr. : Mrs. : Ms. _____

Signature of Agent*: _____

(*See Section 1.25 – Signatures Required for Legal Entities)

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

We wish to submit a "No Bid" at this time, but request that our company remain on your Bidders list for this commodity/service.

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AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty of perjury,
(Contractor/Bidder/Offeror)
that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any
(Contractor/Bidder/Offeror)
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public
(Contractor/Bidder/Offeror)
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of
(Contractor/Bidder/Offeror)

(Contractor/Bidder/Offeror):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted;

4. The Contractor/Bidder/Offeror:

(a) Is not currently identified on the list created by the Maryland State Board of Public works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; and

(b) Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

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If the person is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Contractor/Bidder/Offeror's investment activities in Iran.

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____,
County or City of _____, this ____ day of _____, 2016.

(Notary Public)

My Commission Expires: _____

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Sample AGREEMENT FOR SERVICES (do NOT complete at this time)

THIS AGREEMENT, made this _____ day of _____, 2016, by and between Anne Arundel County, Maryland (the “County”), and _____ (the “Contractor”).

WHEREAS, the County issued _____ (IFB/RFP number and title), a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor’s technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the “Work”).

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B.

3. The County shall pay the Contractor up to _____ for Work performed under this Agreement in accordance with the fee schedule set forth in Attachment B to this Agreement.

1. The Contractor certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.

2. The person executing this Agreement on behalf of the contractor certifies that he or she has the legal and organizational authority to do so.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day _____ and year first above written.

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ATTEST: ANNE ARUNDEL COUNTY, MARYLAND

By: Mark D. Hartzell Date
Title: Chief Administrative Officer

[Contractor's Name]

By: Date
Title: *(Please legibly print name and title above.)*

Approved as to form.

Purchasing Agent Date

Approved as to form and legal sufficiency.

Office of Law Date

Approved as to sufficiency of funds.

Controller Date