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Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN, CONSTRUCTION & ENERGY  
PROCUREMENT & LOGISTICS • REAL ESTATE

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**INVITATION FOR BIDS**

**BID NUMBER: 001IT820581/MDDGS31031719**

Issue Date: March 17, 2017 **REVISED April 6, 2017**

**Statewide Contract  
for  
Tri-Axle Dump Truck**

**NOTICE**

A Prospective Bidder that has received this document from the DGS website or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED  
TO RESPOND TO THIS SOLICITATION**

**STATE OF MARYLAND  
DEPARTMENT OF GENERAL SERVICES**

**IFB KEY INFORMATION SUMMARY SHEET**

**Invitation for Bids:** Statewide Contract for Tri -Axle Dump Truck

**Solicitation Number:** 001IT820580 /MDDGS31031719

**IFB Issue Date:** March 17, 2017

**IFB Using Agency:** **Statewide Contract**

**Procurement Officer:** Stacey Pollitt  
301 W Preston Street, Room M-3  
Baltimore, MD 21201  
**Phone: 410-767-3002 Fax: 410-333-5509**  
**e-mail: [stacey.pollitt1@maryland.gov](mailto:stacey.pollitt1@maryland.gov)**

**Contract Monitor:** Tim Lawler  
State Highway Administration  
7491 Connelley Drive  
Hanover, Maryland 21076  
**Phone: 410-582-5575**  
**e-mail: [tlawler@sha.state.md.us](mailto:tlawler@sha.state.md.us)**

**Bids are to be sent to:** **Online at eMarylandMarketplace**  
**<https://emaryland.buyspeed.com/bs0>**

**Pre-Bid Conference:** No Pre-Bid Will Be Held

**Closing Date and Time:** Tuesday, April 18, 2017 at 2:00 PM **Local Time**

**MBE Subcontracting Goal:** 0 %

**VSBE Subcontracting Goal:** 0%

**QUESTIONS & ANSWERS**

All questions pertaining to this solicitation must be submitted on eMarylandMarketplace (eMM)  
under the Q & A tab by the close of business March 28th, 2017.

**CONTENTS OF THIS SOLICITATION PACKAGE**

<b>Section A</b>	General Information
<b>Section B</b>	Terms and Conditions
<b>Section C</b>	Specifications
<b>Section D</b>	Supplemental Terms and Conditions

<b>Attachment A</b>	Minority Business Enterprise Utilization Procedures n/a
<b>Attachment B</b>	Bid/Proposal Affidavit
<b>Attachment C</b>	Contract Affidavit
<b>Attachment D</b>	Mercury Affidavit
<b>Attachment E</b>	Conflict of Interest Affidavit and Disclosure
<b>Attachment F</b>	Company Profile
<b>Attachment G</b>	No Bid Notice

## SECTION A

### GENERAL INFORMATION

#### Statewide Contract for Tri -Axle Dump Truck

#### Solicitation # 001IT820581/MDDGS31031719

**A. OBJECTIVE:**

The purpose of this contract is to obtain a source of supply of Tri -Axle Dump Trucks for a State Highway Administration Contract at a firm fixed price for the term as shown herein. It is the intent of the State to award a single contract for Tri -Axle Dump Trucks to the lowest responsive and responsible Bidder. Prices should be quoted on pounds.

Successful Vendor(s) shall be responsible for ensuring that the Tri -Axle Dump Trucks are supplied in accordance with the specification. The State reserves the right to inspect each load prior to acceptance by the State, for compliance with the specifications herein. Inspection may be made by an authorized representative of the State at the source of supply, point of delivery, or both.

**Please refer to detailed specifications in Section C.**

**B. BASIS OF AWARD:**

The award for this solicitation will be made by LOT to the responsive and responsible Vendor (s) with the lowest price, as determined by the Procurement Officer to be in the best interests of the State of Maryland.

Vendor (s) shall submit a bid price based on product description (specification) and unit of measure specified on each line. **For example:**

Unit of Measure (U/M) – EA

Specification – Tri -Axle Dump Trucks

**C. METHOD OF BIDDING:**

All bids, affidavits, and/or responses to attachments shall be submitted electronically through eMarylandMarketplace (eMM) with the bid response. Bids submitted through the mail, faxed, hand delivered, etc. will not be accepted or considered.

Multiple or alternate bids will not be acceptable unless otherwise stated in the State solicitation documents.

**D. SCOPE OF CONTRACT:**

This is a two (2) year with one (1) one (1) year renewal option. Contract period from 05/01/2017 to 04/31/2019

Contracts will remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate any contract without showing cause upon thirty (30) days written notice.

Any item listed herein not delivered in a timely manner or does not conform to the requirements of the contract, may be purchased on the open market by the using agency. The Contractor will be charged for any product cost incurred by the State that is in excess of the contracted price.

**E. PRICE ESCALATION:**

The price adjustments for the base and the renewal shall be negotiated and mutually agreed upon by DGS and the Contractors. Although each negotiation will be carried out annually and independently, the MSRP percentage increase or the monetary increase shall be the same for all vendors. DGS reserves the right to renew any and/or all Contractor's contracts. Any contracts which are not renewed will be competitively re-bid. Estimated quantities (Attachment "A") will be provided for any or all renewal options. Upon renewal, the existing contract terms and conditions will apply.

**Method of Requesting an Escalation is as follows:**

1. For each option year, the contractor may request an increase of the prices then prevailing. The request for a price increase must be submitted within eight (8) weeks of the anniversary date of the contract.
2. The increase is not to exceed the current rate of inflation, as determined by the Producer Price Index (PPI) for WPS156; found at [www.BLS.GOV/PPI.com](http://www.BLS.GOV/PPI.com) . The increase will be based on the index value for November 2016 and the most recent final index available on the BLS website at the time of the request. All other terms, conditions and specifications will remain the same.
3. Once a price increase has been approved, no further increases shall be considered for twelve (12) months. Subsequent increases will be based on the final index value used on the preceding adjustment and the most recent final index value available on the BLS website at the time of the current request. The State reserves the right not to allow a price increase.
4. The increased contract price shall not apply to orders received by the contractor prior to the effective date of the approved increased contract unit price. Orders placed via purchase order, shall be considered to have been received by the contractor after the fifth (5<sup>th</sup>) calendar day following the date of issuance. The Procurement Officer may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. Invoices reflecting “new” prices will not be processed for deliveries of goods received prior to the increase approval date.

Price decreases shall also be passed on to the State and do not require verification. Decreases become effective immediately upon notification.

**F. EXCEPTIONS:**

**The published specifications are meant to describe equipment suitable for the intended application and are not meant to be restrictive in any way. Any and all specifications determined by the bidder to be restrictive must be addressed in writing to the Procurement Officer, Stacey Pollitt, via e-mail at [stacey.pollitt1@maryland.gov](mailto:stacey.pollitt1@maryland.gov) by the close of business on March 28th, 2017. After Bid Opening, any exceptions to the bid specifications will not be accepted or considered.**

**G. UNIT PRICES:**

Should the Contractor be required to perform work over and above that required by the Contract documents, or should the Contractor be ordered to omit work required by the Contract documents, an equitable adjustment will be made to the Contract price. In determining the amount of any such extra to the Contractor which is governed by unit prices, the amount of the extra will be the unit price bid by the Contractor or a reasonable price, whichever is less. In determining the amount of any such credit due the State which is governed by unit prices, the amount of the credit will be the unit price bid by the Contractor or a reasonable price, whichever is greater. Unit prices quoted will be the same for extra work and for credit work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. The Procurement Officer will issue one or more Contract modifications to authorize any such additions or deletions of work.

**H. REQUIRED DOCUMENTATION AND INFORMATION:**

All forms, instructions, terms and conditions are available online. It is recommended that Vendors download all online forms and attachments for future reference.

**The following documentation and requested information shall be provided in the format specified by bid due date and time unless stated otherwise below. Failure to provide the requested documentation or information may cause your bid to be deemed not responsive and rejected from consideration. Note: It is the Vendor’s responsibility to confirm receipt of all requested documents.**

1. **MANDATORY AFFIDAVITS** - All affidavits are to be completed and provided as an attachment to your bid on eMM. If you have difficulty attaching the affidavits to your bid response, please contact the eMM help desk at 410-767-1492. Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.

**Note:** For the purpose of the bid/proposal and contract affidavits, domestic/foreign refers to whether your firm is an in-state or out-of-state corporation. If your firm is not located in the State of Maryland, please designate it as 'foreign' and provide the name of your resident agent (Maryland address), if applicable.

- 2. REFERENCES** - Prior to submitting a bid for the commodity in the specifications, the firm shall be in existing and have no less than three (3) years' experience in providing products that are equal to or comparable to the scope and magnitude required by the specifications. All bidders shall be registered and in good standing with the State of Assessment and Taxation.

In order to expedite the award process, it is very important for you to include the references as detailed. With each reference, list details of volume of sales for each location, a contact person, current working telephone number, e-mail address, time period of contract and dollar amount of contract. **References are to be submitted as an attachment with your bid on eMarylandMarketplace (eMM).** The Vendor shall supply this information by filling out and returning **Vendor Company Profile** with their bid response.

Failure to promptly provide information that leads to a determination of responsibility is grounds for rejection of the bid.

- 3. MBE INFORMATION** - The goal of the State of Maryland's Minority Business Enterprise (MBE) Program is to attempt to provide a fair share of procurement contracts to Certified Minority Business Enterprises. There is a **0 %** MBE participation for this bid.

The Maryland State Department of General Services adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise (MBE) vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise (MBE) vendors shall be represented, in subcontract, with a **0 %** MBE participation goal in the total bid price of this solicitation.

Additional information regarding the State of Maryland MBE and Small Business Reserve (SBR) programs can be found on eMarylandMarketplace.

#### **4. ADDITIONAL TERMS & CONDITIONS:**

Any questions regarding this solicitation shall be submitted on eMarylandMarketplace (eMM) under the Q & A Tab no later than the close of business on **March 28th, 2017**. **Questions will not be accepted by email, telephone or fax.** Information or instructions pertaining to this solicitation received from any other source are not valid.

Prices quoted shall be valid for ninety (90) days after bid opening.

This solicitation is in accordance with Code of Maryland Regulations (COMAR) 21.11.05.03B. One or more Preference Providers may respond to this solicitation. Any subsequent contract may be awarded to a preference provider if: (1) its bid price is deemed a fair market price by the Department of General Services, and (2) it accepts the terms and conditions contained in this solicitation. A fair market price is defined, for this solicitation, as the average total price of all responsive bids from responsible Vendors, excluding those bids received from certified sheltered workshops.

#### **5. RECIPROCAL PREFERENCE:**

A Preference will be given to the responsive and responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a business preference is provided, the preference shall be the same as that provided by the State in which the nonresident firm is located. A **non-resident Vendor** submitting a bid/proposal for a State project shall be provided an attachment to the bid/proposal a copy of the current statute, resolution, policy procedure or executive order of the resident State of the nonresident Vendor that pertains to that State's treatment of nonresident Vendors.

#### **6. BILLING:**

Contractor shall include the following information on all invoices; name of company, address, including 9 digit zip code, FEIN number, a contact name and phone number (including toll free) for placing orders. Failure to do so may result in delay of payment.

#### **7. PRE-BID CONFERENCE:**

**No Pre-Bid Will Be Held**

**9. KICK OFF MEETING:**

N/A

**10. NO BID NOTICE:**

The Department of General Services is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, Attachment G, and email it to the Procurement Officer, **Stacey Pollitt** at [stacey.pollitt1@maryland.gov](mailto:stacey.pollitt1@maryland.gov). We will review your responses and suggestions and try to incorporate them in our procedures.

## **SECTION B**

### **TERMS AND CONDITIONS**

#### **Statewide Contract for Tri -Axle Dump Truck**

**Solicitation # 001IT820581/MDDGS31031719**

**1. INCORPORATION BY REFERENCE:**

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

**2. TAX EXEMPTION:**

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

**3. SPECIFICATIONS:**

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

**4. DELIVERY AND ACCEPTANCE:**

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**5. NON-HIRING OF EMPLOYEES:**

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

**6. NON-DISCRIMINATION IN EMPLOYMENT:**

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**7. FINANCIAL DISCLOSURE:**

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more, during a calendar year shall, within 30 days of the time when the \$100,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

**8. POLITICAL CONTRIBUTION DISCLOSURE:**

The Contractor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

**9. ANTIBRIBERY:**

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**10. REGISTRATION:**

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us), and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

**11. CONTINGENT FEES:**

The Contractor warrants that it has not employed or retained any person, partnership, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it 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 any other consideration contingent on the making of this agreement.

**12. EPA COMPLIANCE:**

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):**

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

**14. TERMINATION FOR CONVENIENCE:**

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

**15. TERMINATION FOR DEFAULT:**

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**16. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:**

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

In accordance with COMAR 21.10.02.02 the Department will **not** accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

**17. MULTI-YEAR CONTRACTS:**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning or the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

**18. INTELLECTUAL PROPERTY:**

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

**19. MARYLAND LAW PREVAILS:**

The provisions of this contract shall be governed by the laws of Maryland.

**20. CONTRACTOR'S INVOICES:**

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types of organizations.

**21. PAYMENT OF STATE OBLIGATIONS:**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

**<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>**

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

**22. PRE-EXISTING REGULATIONS:**

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

**23. INDEMNIFICATION:**

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement.

**24. CONFLICTING TERMS:**

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

**25. DRUG AND ALCOHOL FREE WORKPLACE:**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

**26. CHANGES; WORK ORDERS:**

**Changes:** The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the specifications (including drawings and designs);

In the method or manner of performance of the work;

In the State-furnished facilities, equipment, materials, services, or site; or

Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that

will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, “work” means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

**Miscellaneous:** In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a “Work Order”). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a “change order,” does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State’s terms (including a promise to pay the Contractor a “not to exceed” (“NTE”) amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

The terms “not to exceed” and “NTE” when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

**27. RETENTION OF RECORDS:**

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

**28. COMPLIANCE WITH LAWS:**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**29. COST AND PRICE CERTIFICATION:**

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or smaller amount set by the procurement officer; or
- B. A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**30. BID / PROPOSAL AFFIDAVIT:**

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

**31. CONTRACT AFFIDAVIT:**

The successful Bidder or Offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

**32. PUBLIC INFORMATION ACT NOTICE:**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

**33. MINORITY BUSINESS ENTERPRISE NOTICE:**

Minority Business Enterprises are encouraged to respond to this solicitation.

**34. ARREARAGES:**

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

**35. MULTIPLE OR ALTERNATE BIDS:**

Unless multiple or alternate bids are requested in the solicitation, multiple or alternate bids may not be accepted. If the solicitation does not request multiple or alternate bids, if received they will be treated in accordance with COMAR 21.05.02.21.

**36. BPO/PO AS CONTRACT:**

This provision applies to all procurement contracts procured by the Department of General Services except contracts for the procurement of architectural and engineering services for a price of greater than \$200,000.

As used in this provision, a bid refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.

As used in this provision, a Bidder refers to a Bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.

As used in this provision, a solicitation means an Invitation for Bids, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.

The Bidder's execution and submission of a responsive bid constitutes a promise by the Bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the Bidder and the Department may agree.

Upon acceptance of a bid, the Procurement Officer may issue a Blanket Purchase Order (BPO), in a form to be determined by the Department, to the Bidder accepting the bid and binding the Bidder to a contract. The execution and issuance of a BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed BPO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the BPO, the bid, or by operation of law, and the executed bid of the Bidder. If the Procurement Officer issues a BPO, at the option of the Procurement Officer it will not be necessary for the Bidder to execute the BPO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

The BPO; then

The Solicitation; and then

The Bid.

**37. RETURNED GOODS:**

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

**38. PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITY CONTRACTS:**

This provision applies to indefinite quantity contracts.

(A) Pursuant to Article 41, Section 18-201 of the Annotated Code of Maryland, except as provided in (B) the following entities may purchase materials, supplies, and equipment under this Contract:

- (1) A county or Baltimore City;
- (2) A municipal corporation;
- (3) A governmental agency in the State;
- (4) A public or quasi-public agency that:
  - (I) Receives State money; and
  - (II) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
- (5) A private elementary or secondary school that:
  - (I) Either has been issued a certificate of approval from the State Board of Education or is accredited by the Association of Independent Schools; and
  - (II) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; or
- (6) A non-public institution of higher education under Section 17-106 of the Education Article.
  - (B) A private elementary or secondary school or a nonpublic institution of higher education may not purchase religious materials under this contract.

- (C) The right to purchase under this section shall be in addition to, but not in substitution for, the applicable purchasing power granted to any of the listed entities pursuant to any statutory or charter provision.
- (D) All purchases under this contract by any such entity which is not a unit or agency of the State of Maryland for which the State of Maryland may be held liable in contract (1) shall constitute a purchase or contract between the Contractor and that entity only; (2) shall not constitute a purchase or contract of the State of Maryland; (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies; and may be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- (E) Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

**39. ELECTRONIC TRANSACTION FEE:**

- A. Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.
- B. The electronic transaction fee shall be submitted to the Department of General Services, Fiscal Services Division, 301 W. Preston Street, Room 1309, Baltimore, MD, 21201, within ten (10) calendar days following the end of each calendar month along with a **Monthly Usage Report** documenting all contract sales. An excel version of the **Monthly Usage Report** shall be emailed to the Program Manager, **LISA MCDONALD** at [lisa.mcdonald@maryland.gov](mailto:lisa.mcdonald@maryland.gov), and to **EBONY SALAKO** at [awawu.salako@maryland.gov](mailto:awawu.salako@maryland.gov).
- C. Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$10,000.00 or one (1%) percent of the contract's estimated annual value, whichever is higher.
- D. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

**40. eMM CATALOG:**

The contract awardee is required to register as a vendor in the eMaryland Marketplace eCatalog directory (online shopping environment). It offers a virtual shop front for your goods and services to be purchased with ease across the State through the system. Please contact Cathy Marzola at (410) 767-1492 or [cathy.marzola@maryland.gov](mailto:cathy.marzola@maryland.gov) regarding information and instructions on joining the eMM eCatalog. You must coordinate the upload of your product catalog to ensure maximum use of your products and services per contract terms.

## SECTION C

### SPECIFICATIONS

#### Statewide Contract for Tri -Axle Dump Truck

Solicitation # 001IT820581 /MDDGS31031719 **Line Items #4-6**

#### **8 X 4 DUMP TRUCK w/13,500 lb Lift Axle DIESEL POWERED REGULAR CAB**

#### GENERAL

The purpose of this specification is to detail the minimum acceptable standard for a 6 X 4 dump truck regular cab. Bidder shall provide a safe and useable C.A. dimension and a wheel base of proper distribution. Trucks shall meet all applicable State and Federal emission standards for 2010 EPA air quality regulations. Completed unit as configured must meet all weight limits for bridges and roads in the State of Maryland. Motor trucks purchased under these specifications shall be of the latest design conventional type units. They are required for general highway maintenance such as hauling crushed stone, heavy rock, dirt, cinders, rock salt and debris; they will also be used for heavy duty snow removal which includes pushing a front snow plow of approximately twelve (12) feet in width and one twelve foot wing plow. Unit shall be equipped with a Dump Body/ Spreader. Each vendor shall provide detailed specifications of the complete unit, which includes the truck, truck components, and dump body package when the bid is submitted. These specifications require the doing everything necessary or proper for, or incidental to the furnishing of said unit. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the bidder, the same as if these items were specifically mentioned and described in these specifications.

#### WARRANTY

The successful bidder shall provide the manufactures 5 year vocational warranty for the truck, truck components. The engine shall have a 5 year 5,000 hour manufacturer's warranty. **Transmission shall be warranted for 5 years-unlimited mileages including 100 percent parts and labor no deductible.** In addition, the truck manufacturer shall guarantee all other items of equipment including the body, hoist, plows, hydraulics, etc., against faulty materials and workmanship for a period of two (2) years. Warranty periods shall commence on the date of final delivery and acceptance by the agency. A copy of the terms and conditions of the warranties shall be submitted with the bid.

#### CAPACITY

GVW- 80,000 lbs.

Front axle - 22,000 lbs. minimum capacity

Rear axle - 46,000 lbs. minimum capacity

Lift axle- 13,500 lbs minimum capacity

Potential Bidders shall submit a weight distribution analysis of the truck fully equipped and fully loaded.

#### CHASSIS

The C.A. dimension shall be provided by the bidder and prove for a safe and operational truck of sturdy construction. The chassis shall be single "C" channel frame construction with a minimum 29.07" Section Modulus. Frame shall have an integral (**not bolted on**) extension, so that the bumper is ahead of normal position by a minimum of 12". Frame extension, frame rails, and frame reinforcement shall be made of high tensile steel (120,000 PSI yield). The resisting bending movement shall be in excess of 3,198,000 lbs. Unit shall have swept back front bumper. Two (2) frame mounted tow hooks shall be provided.

## CAB

Cab shell shall be all metal construction. Use of corrosion resistant metal for the cab shell is preferred. Steel cab shells must be constructed of galvaneal steel. Use of galvaneal steel must be stated specifically in the bid submission. Spray galvanized coatings are not acceptable. The cab shall have a fiberglass tilt type unitized hood and front fender assembly with inner fender well inserts that extend the entire circumference of the inner fender well to prevent solid or liquid debris from front tires traveling out of fender well area. **Aerodynamic hoods that interfere with plow frames are not acceptable. Hoods must open completely and not make contact with plow frame or require a special tilting plow frame.** Cab shall be equipped with factory shatterproof deep tinted glass that is properly sealed to eliminate leakage when closed. The cab shall have a sound insulation package. Unit shall be equipped with a headliner or be of double roof wall construction. Unit shall have a minimum floor to ceiling cab height of 56 inches and shall include the following: self-cancelling turn signals, twin sun visors, factory overhead console, dual **air horn**, electric intermittent windshield wipers and washer, fresh air heater and defroster, air conditioning, factory installed AM/FM radio, wiring for a 40 channel CB radio, all necessary antennas, noise filters, and factory power windows. Unit shall have factory installed 7" X 16" (minimum) heated right and left west coast type rear view mirrors, left and right bolt on or integrated 8" convex mirrors, rear glass, dash or steering wheel mounted throttle, and all other standard gauges and accessories. Cab shall have access package on both sides (see fuel tank). Grille shall be stationary to the radiator and have a radiator rock guard or screen. Front seats, drivers and passenger, shall be air suspension bucket seats with vinyl cover and headrest or high back style. **The Accelerator, Brake, and Clutch Pedals (if applicable) must be suspended; no floor mounted pedals are acceptable.**

## ENGINE

Unit shall be equipped with a four cycle, six cylinder electronic diesel engine rated at a minimum 470 horsepower @ 1,800 RPM with minimum torque of 1650 lb-ft and a minimum 12.8 liter displacement. Engine shall have a 110-volt block water heater unit. Receptacle plug for block heater shall be easily assessable and be flush mounted on the driver's side. Unit shall have exhaust system with vertical stacks and mufflers. Unit shall have a high water temperature and low oil pressure warning light and buzzer. Engine shall have Oil & Fuel filters and magnetic oil drain plug, and Long Life coolant. Unit shall have viscous type fan blade. Radiator shall have a stone guard. Engine shall be equipped with a Jacobs-style engine compression brake. A DAVCO® Fuel Pro 382 Filter with 12 Volt pre-heater shall be installed between the fuel tank and the factory fuel filters. The filter element shall be 7 micron. . Engine shall meet 2010 EPA emission standards. An official Certificate of Conformity issued by the EPA shall accompany the bid documentation. All FEL's associated with engine emissions that are not part of the Green House Gas section must have "N/A" for the limit. A C.A.R.B analysis of the engine family emission limits must accompany the Certificate of Conformity. The engine family must have a certification level at or below the emission cap (STD) for the following emissions:

<b>PM</b>	<b>0.01 g/bhp-hr</b>
<b>NOx</b>	<b>0.20 g/bhp-hr</b>
<b>NMHC</b>	<b>0.14 g/bhp-hr</b>

The certification level (CERT) must demonstrate that the engine family is at or below the emissions cap (STD). **There is no exception to this requirement. The Maryland State Highway Administration will not accept any engine that fails to meet the emissions limits as stated above.** Any bid submission that does not include the required stated emissions documentation shall be considered non-responsive and out of specification. **No Exception.**

## TRANSMISSION

An Allison 4500 RDS with synthetic fluid installed. The Shifter shall be a dash mounted push button. The transmission shall have a PTO provision on the left side.

## **TANDEM REAR AXLE**

The rear axle shall be a Meritor RT-46-146P tandem axle with a gear ratio to be determined at the prebuild meeting. The rear shall have a Driver Controlled Differential Lock. (DCDL). The axles shall be mounted to an air ride suspension assembly.

## **LIFT AXLE**

The Lift Axle shall be positioned in front of the first axle in the Tandem rear. The axle shall be a Hendrickson SC13 Compositite 13,500 pound air lift axle. The axel shall be equipped with air brakes. The shoes shall be 16.5 X 6 minimum. The axle shall lift when the truck transmission is placed in reverse and retain last position when the ignition is shut off. The axle shall have a dash mounted control with an air pressure gauge. The axle shall be certified in the State of Maryland to Motor Vehicle Administration requirements. (No Exceptions)

## **ROAD SPEED**

The truck shall have a Top Transmission Gear, Rear Axle Ratio combination with given tire size that will enable the truck to achieve a maximum road speed of 68 M.P.H.

## **FRONT AXLE AND STEERING**

Front axle shall be I-beam type not less than 22,000 lbs., sufficiently sturdy to withstand forces such as that encountered in snow removal. Unit shall have hydraulic type dual gear power steering to steer properly under the additional weight of a snow plow. Steering shall revert to manual control in the event of power failure. Front springs shall be multi-leaf shackle type with front shock absorbers. Front auxiliary rubber springs shall be provided.

## **BRAKES**

The service brakes shall be air with an air reserve tank, gauge, electric heated air dryer and DV2 drain valve. Air compressor shall produce a minimum 13.2 CFM. The service brake drums shall be heavy duty with adequate thickness to dissipate heat and hold expansion to a minimum on an average grade. The parking brake shall be a piggyback type. Double diaphragm air brake chambers shall be equipped with self-adjusting slack adjusters. Unit shall have non-asbestos brake linings with two (2) additional brake chambers on the rear axle. The truck shall have a factory installed trailer air brake package including Trailer Plug Socket with wiring for ABS Air Brake Trailers.

## **FUEL TANKS**

The fuel tank(s) shall be aluminum with a minimum capacity of 120 gallons. The tank(s) shall be mounted in a manner that does not interfere with any ancillary equipment mounted on the truck.

## **WHEELS**

Front wheels shall be Aluminum 10-stud hub piloted, flange nut, 22.5 X 9.00 DC rims. Rear wheels shall be dual disc Aluminum 10-stud hub piloted, flange nut 22.5 X 8.25 DC rims. Clearance between the rear dual wheels and springs or chassis shall be sufficient to accommodate the use of heavy-duty skid chains.

## TIRES

Front and Lift Axle tires shall be load rated to the respective axle, steering tread of appropriate size to the vehicle and function. Rear tires shall be load rated to the axle, mud and snow tread of appropriate size to the vehicle and function.

## ELECTRICAL

It shall be the bidder's responsibility to supply an electrical system capable of performing all functions Body, Plow or Accessory items as stated within this specification. I.e.: Plow Lights, Brake Controllers, Trailer lighting receptacles, Speed Sensor Signals Compatible to Spreader Controllers, all other accessory ignition source requirements to provide a fully operational and functional municipal Snow Plow Truck.

The electrical chassis shall be a 12 volt multiplex system (CAN-bus) and shall include:

1. Alternator, 12 volt, **135 amp**, brushless
2. Three (3) 12 volt 925 CCA batteries
3. Light and alarm for low oil pressure, high coolant temperature, and low coolant level
4. Engine hour meter
5. PowerPoint
6. Jump start studs both Positive and Ground
7. Rear Bulkhead connector at rear of cab for body lighting
8. In-cab selector switch and front wiring harnesses for plow light installation

**All aftermarket splicing shall be done inside cab using only solder type heat seal connectors**

There shall be (4) factory installed lighted rocker switches individually fused for the body installer. Installed wiring dedicated for CB radio. This shall include the installation of the CB radio and antennas.

The cab/chassis manufacturer shall supply a vehicle speed signal (VSS) tap point with a dedicated wire for electronic spreader control. This signal shall give vehicle speed in pulses per mile with the frequency in proportion to speed. It shall be ground referenced and have amplitude of 5V to 12V DC. All sensors, connectors, terminals shall be supplied by the truck manufacturer to designate a definitive point for aftermarket installers to receive this signal. **NOTE: all switches mounted in the cab shall be low voltage. All high voltage operations will be performed from remote power modules. All vehicle electronic communication and diagnostic systems must conform to J1939 protocols. (No Exception)**

## DUMP BODY

This specification shall describe a 201 Stainless Steel rear discharge combination dump/spreader body. The body capacity shall be 10.4 yd<sup>3</sup> water level and 14.8 yd<sup>3</sup> with sideboards. The inside dimensions shall be 15' in length, 96" wide, side height of 36", tailgate height 48", headsheet height 60". Sides and floor shall be one piece which incorporates a 6" floor to side radius. The floor shall slope 22 degrees to the augers to facilitate self cleaning of the body without the need to raise. A body with any portion of the floor that is flat is NOT acceptable. Headsheet shall be 7 ga. one piece seamless vertical in construction. Permanent fenders shall be continuously welded and positioned over wheels of truck chassis fenders that incorporate Dual Poly liquid pre-wet 150 gallon reservoirs on both sides. The body shall have an integral material conveyor consisting of dual rotating augers. Each auger shall be hydraulically driven at the rear. Auger shaft connect at front with a flange bearing. Both ends shall have fully accessible and greaseable bearings for ease of maintenance. A hydraulic safety interlock auger shut-off system that disables auger rotation when top screens are opened. The body shall have a removable spreader system. The spinner system shall be capable of being adjusted electronically in the cab to spread from 1 lane left, center, or right; 2 lanes left or right; or up to 3 lanes at one time. Pivoting of the spinner assembly shall be achieved through a hydraulic cylinder. The pivoting cylinder shall have the capability to accept a linear transducer which will provide feedback to the in-cab controller on current position. The spinner shall have feedback to the spreader control unit that allows the control unit to adjust the spinner velocity to groundspeed. The spinner disc shall be non-metallic. The tail gate latches shall be air operated. Pivot shafts include stainless steel bushings to eliminate seizing. Tailgate latch rods that extend the length of the body or have a cross shaft are not acceptable. The hoist shall be front

mounted telescopic N.T.E.A. class 110 with nitrided cylinder tubes. The cylinder shall be trunion mounted in an internal doghouse. The cylinder shall be warranted for two years. The prewet system shall be controlled by the spreader control system installed in the truck. All components shall be mounted in a sealed cabinet with a access door. An in-line liquid flowmeter with accuracy up to 20 GPM shall provide liquid flow information to the Hydraulic Control System for precise metering. The injector bar shall be stainless steel ported pipe. The injector bar shall be securely mounted in such a manner as to evenly distribute pre-wet liquid to both sides of the dual auger assembly. During non-winter operation the body shall have a removable conveyor cover made of minimum 3/16" AR400 steel.

### **AUTOMATIC SPREADER CONTROL SYSTEM**

The automatic spreader control system shall be Force America 6100-ULTRA. The controller shall be programmed to spread both granular salt and sand solid materials. The system shall have a calibrated pre wet mode that can deliver up to 18 gallons per ton of solid material. The unit shall include a LCD display screen. The mounting of the screen will be determined by a SHA representative. The spreader control shall come equipped with a GPS/AVL module to allow third party interface with the system. The spreader control system shall have integral controls to operate the spinner functions; a separate controller is not acceptable. Parts and Operating Manuals shall be included with each truck. Operations and basic Repair training shall be provided for SHA personnel. SHA will confirm the spreader rates and broadcast widths for the controller programming.

### **ROADWATCH TEMPERATURE SYSTEM**

A RoadWatch air and surface temperature system shall be installed in each vehicle. The sensor shall be integrated into the spreader control system for data logging and display purposes. The sensor shall give both the air and surface temperatures in Fahrenheit. The sensor shall be mounted on the driver side mirror according to the installation instructions.

### **CENTRAL HYDRAULIC SYSTEM**

The purpose of the central hydraulic system is to operate plow lift & return, plow angle, dump body and spreader circuit from a manual central hydraulic system. All controls and components must be of the latest design and installed to provide simple and convenient operation. A schematic as well as a parts list must be provided with the completed unit. All hydraulic components must be installed and serviced by a single manufacture. **The system shall have a shut down in the event of hose failure or insufficient hydraulic fluid. All components listed herein by specific model and manufacturer shall be considered no exception. All components meeting this criterion are subject to verification by SHA. Components that fail to satisfy this no exception condition are considered cause to reject the entire unit until such conditions are met. There shall be a pre-build meeting between Prime Vendor, all involved Sub-Contractors, and the SHA Equipment Division for the purpose of system component arrangement before any installation proceeds.**

### **TYPE**

Central hydraulic system must operate functions (dump body, plows, and spreader) without any interruption of any other hydraulic function. All system operation must be achieved from a single pump matching all required flow and pressure. Use of accumulators or auxiliary pumps will not be acceptable. This system must provide the most fuel efficient, safest, simplest and consistent operation possible. An in cab warning light shall be installed to warn the operator of low hydraulic level.

### **HYDRAULIC PUMP:**

**The hydraulic pump shall be a U.S. manufactured axial piston pressure and flow compensated load-sensing type. The pump shall be cast iron construction and rated to 5.61 in<sup>3</sup> per revolution at maximum**

**stroke which will deliver minimum 24 gpm @ 1000 engine rpm. The pump shall have a 2” inch suction line and ¾” case drain line plumbed directly back to the reservoir. The pump shall be rated for 4000 PSI maximum and 3500 PSI continuous. The pump shall be mounted to the transmission via a Parker PTO Model 278SGFJP-BLXY. The PTO shall be operated via a “key hot” low-voltage switch mounted in the cab. The pump shall be a Force America model TVX92-0518810, no exception.**

## **SHUT DOWN SYSTEM**

This solenoid valve shall be wired to a float type level indicator that is mounted from the top of the VT-35-SS-0708. The system shall be designed so that when the float contacts close, the solenoid shall disengage the PTO and an enunciator in the cab located on Joystick control panel 731-1A-2A-MDSHA will alert the driver.

## **HYDRAULIC VALVE**

The hydraulic valve shall be of modular manifold design. Each hydraulic function requires an individual manifold stacked together to form the manifold base. The manifold base shall consist of an inlet section with SAE #16 inlet porting, SAE #20 outlet porting, and SAE #4 load sense porting. There shall be a main system relief in the inlet section to protect the system from high pressure in case the pump compensators fail. The dump body manifold shall be stacked next to the inlet section, and capable of 40 GPM with SAE #12 porting. The hydraulic control valves shall be pulse-width modulated, proportionally controlled. Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. Each hydraulic valve segment shall have individual pressure compensation to achieve independent simultaneous operations. All segments shall have heavy-duty continuous duty coils and connections shall be with L.E.D. Din connectors. All coils shall operate at 12 VDC and require a maximum of 1400 mille-amps. Each segment shall be equipped with a manual override. The dump body segment shall be rated to 40 GPM, with all other segments rated to 20 GPM. If a double acting hoist is utilized, the dump body segment shall be equipped with a down side relief to protect the body down function. This relief shall be set to the hoist manufacturer’s specifications. The Auger and Spinner operate independently via a 12V DC pulse width modulated signal. Valve must be a mono-block design with two pressure compensated cartridges that are a single piece design with hardened cartridge bores and spools and capable of flows up to 14 GPM with pressures to 3000 PSI. Valve is to be adaptable for use with a load sensing system or open center system with an unloader valve capable of 30 GPM. The auger and spinner cartridges shall have a heavy duty 7/16-20 UNF screw style manual over-ride that is adjustable from no flow to full flow. Valve and spreader segments shall be Add-A-Fold® model HP52-3X4-10-2X2 no exceptions.

## **RESERVOIR/ VALVE ENCLOSURE**

- The hydraulic reservoir will be of 40 gallons nominal capacity.
- The hydraulic reservoir will be constructed of 10-gauge stainless steel and be internally baffled.
- Mounting bracket is to be designed and supplied by the reservoir supplier.
- Mounting system should allow for a 1” frame clearance for frame obstructions.
- Shall be mounted in a manner as to not transmit any truck torsional loads thru the tank.
- The enclosure will use a gasket-less passive technology. (No rubber seals, gaskets, or weather stripping.)
- The enclosure lid will be removable within seconds by one person without the use of tools.
- All valve fittings, hose ends, filters, filler breather, sending units and any electrical connections are to be protected by enclosure cover.
- The reservoir supplier will provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.
- The cover will protect from both road and pressure washer spray.
- The use of bulkhead fittings is not permitted.
- The directional control valve must be easily accessible from all (6) sides without the use of tools.
- Hose exit and entrance must allow for components to be mounted adjacent to the enclosure.

- A 2” full flow brass ball valve shall be plumbed at the suction port of the tank.

The valve/tank assembly shall be mounted behind the cab in a vertical orientation. The tank and mounting assembly shall be Drawing/Part number 9740A001 “South Dakota Style” configuration. **No exception.**

### **FILTER**

**Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be a 16-micron absolute and rated for no less than 60 GPM. Filter shall be model TEF310-SHAO708 and include visual and electrical bypass indicators. A warning light and buzzer shall be mounted in the cab and wired to the electrical indicator. Spare element shall be sent with each enclosure.**

### **JOYSTICK CONTROL CENTER**

The Control Center shall be a Force 6100-ULTRA for controlling hoist, front plow, and wing plow functions. The Center must have changeable nomenclatures and be fully backlit with solid state LED’s. The unit must be supplied with valve control connection, and main power connection. The console must have main power switch. The hoist joystick is to be centered locked single axis. Plow joysticks, front and wing, to be dual axis. Manuals, and complete service drawings to be included. No exceptions.

### **FLOAT CONTROL VALVE**

A control valve shall be installed to unload the front plow when in float mode. Valve shall be a Force America Blade Saver assembly. No exceptions. Installer shall make all adjustments and configurations in accordance with Force America’s best practice recommendations.

### **HYDRAULIC HOSE**

All hydraulic plumbing practices must conform to JIC H11 standards. Pressure hoses must be 100R2, return lines must be 100R1 and suction lines must be 100R4. All hoses must have appropriate end fittings to flow match direction of hydraulic fluid travel with the exception of the suction line. All hydraulic components shall have SAE porting wherever possible. **NOTE:** All lines underneath the body shall be rigid stainless steel piping that is properly clamped and arranged. All flexible hoses shall be labeled with their function.

### **QUICK COUPLERS**

The hydraulic system plow and spreader functions must be provided with quick couplers for easy connect and disconnect of plow and spreader equipment. All quick couplers must be located to facilitate easy connection with a gloved hand. All connections must be identified via a metallic label attached to the hydraulic hose or to a mounting bracket at coupler location. All quick couplers must be attached to a mounting bracket via a steel bulkhead fitting which includes a one piece body having NPT male thread on one end for attaching the quick coupler and a 37° JIC male thread on the other end for attaching the hydraulic hose. Rear mounted couplers shall be mounted between the mud flap and the rear of the bed. Plow hydraulic line and quick disconnect to be mounted directly above bumper reinforcement in a 10 gauge metal piece, 4" in width. **Pipe nipples welded to a bracket are not acceptable.** All quick couplers must be sized to provide minimum pressure drop based on flow requirements of each hydraulic circuit. Material will be steel with wear parts carbonitrided. Dust covers must also have an integral retainer strap with loop to prevent loss. All assemblies must be mounted male/female opposing to prevent improper connection. Both halves of all couplers must be supplied. Quick Disconnects for snow plow and spreader functions shall conform to ISO 7241-1 Series B

## **FRONT PLOW**

The front plow shall be a 12' Expressway Plow, no exceptions. "Mouse-ear" style plows are not acceptable. The plow shall have the following characteristics:

## **MOLDBOARD ASSEMBLY**

The overall moldboard length at cutting edge shall be 144" with a built in 6" flare shield exceeding the cutting edge on both ends. The moldboard shall be continuous welded and shall be will be constructed of 10 gauge, 201 Stainless Steel and roll formed, break formed unacceptable, there shall be a minimum of (6) ½" X 3 ½" plasma cut ribs. Flame cutting is unacceptable. The moldboard top angle shall be 3" X 2" X 3/8" structural angle with holes to allow moisture to escape. An integral formed top 3 –corner break will not be acceptable. The bottom angle will be 4' X 4" X ¾" structural angle. The height of the mold board (with a 6" cutting edge) shall be a minimum of 39 1/2" in the center and a minimum of 52" at the discharge ends. The moldboard shall be designed so that the moldboard extends past the ends of the cutting edges a minimum of 6" on each end with a snow shield to prevent snow from blowing over the top of the moldboard. The front surface of the moldboard shall be unpainted and left in its natural stainless steel finish while the rear side of the moldboard and complete push frame assembly to be powder coat painted Black. . The moldboard shall have a standard AASHTO punch for the cutting edge bolt pattern. The cutting edge shall be a minimum of ½" X 8".

## **CIRCLE PUSHFRAME**

The pushframe shall consist of a circle frame and push beam. The circle frame shall consist of a ¾ inch thick steel angle rolled in an arc. Stop blocks shall be positioned on the circle frame to prevent hydraulic over-stressing of the reversing cylinders. To prevent possible "pinching" of hydraulic hoses, stop blocks shall not overhang the circle frame width. **The moldboard shall be attached at all vertical ribs to the pushbeam.** The ears will be drilled to accept 1 ¼" pivot pins.

## **A-FRAME**

The A-frame will be constructed of minimum 4" ship channel, welded to a 1" x 5" backplate. A 5/8" thick top plate welded to the A-frame serves as the circle frame hold-down. Top plate shall be plasma cut to conform to the circle frame radius. The A-frame attaches to the circle assembly with a 1 ¼" grade 5 bolt installed through (2) ½" thick ears welded to the A-frame.

## **HYDRAULIC REVERSING SYSTEM**

The hydraulic reverse system shall use minimum 3" x 10" double acting reversing cylinders complete with cushion valve, hoses, and quick couplers.

## **SPRING TRIPS**

Moldboard trip shall be of an external compression spring type. The plow shall trip and reset automatically when encountering an obstacle by means compression springs. The spring assembly shall attach to the plow moldboard by means of (2) ¾" thick steel ears which will allow the trip mechanism to be set at (3) different positions. The ears are welded to 4" x 3" x 3/8" horizontal angles welded between vertical ribs. The spring assembly shall attach to the circle push frame, which is mounted inside the circle assembly for maximum support. The lower mounting ears shall wrap around the back of the tube for maximum support.

## **UNIVERSAL HITCH, PLOW PORTION**

The swivel plate will be spaced to match the truck hitch. The swivel plate will be connected to the A-frame with a 1¼" bolt through a ½" thick reinforcement plate welded in the middle.

## **PERMANENT HITCH, TRUCK PORTION**

The truck portion of the plow hitch shall be a "Universal Quick Hitch" style design hitch fixed to the truck frame at the front terminations. The Lift cylinder shall be a minimum of 3"X10" double acting. The hitch shall have two ears appropriately spaced for attachment of plow hitch. The hitch shall have two cheek plates that span between the hitch on either side to the truck frame. The material used for the hitch shall be at least the minimum factory recommendation for a plow as specified. The hitch shall have case hardened pins attaching the lift arm and the top of the lift cylinder to the main frame of the hitch to facilitate removal during non-plow operations. The lift arm shall be capable of being folded down flat against the vertical section of the frame. There shall be an additional eye mounted on the vertical section of the frame to accommodate the top of the lift cylinder. The eye shall be positioned so that when the lift cylinder is pinned in place it remains flat against the vertical section of the frame. The main frame of the hitch shall be placed in such a manner as to replace the center section of the trucks front bumper. The hitch frame shall have a power tilt feature to allow clearance for opening the hood to access the engine.

## **FRONT MOUNT WING PLOW**

The Wing Plow shall be a 12 foot Low Bench Patrol Wing. No Exceptions. The plow shall have the following characteristics:

### **MOLDBOARD**

The height of the moldboard shall be a minimum of 26 inches inboard and 34.9 inches outboard. Both inboard and outboard measurements are to include a 1/2" x 8" AASHTO standard punched cutting edge. The moldboard sheet shall be a minimum thickness of 10 gauge 201 stainless steel and shall be supported by a minimum of a 4" x 4" x 3/8" full-length one-piece bottom angle. The bottom angle shall be gusseted between each bolt hole with ½" gussets. Moldboard ribs must be a minimum of 3/8" thick one-piece steel and must be continuously welded to the moldboard sheet, top angle and bottom angle. The top angle must be a single piece full-length 2" x 2" x 5/16" angle. Moldboard sheets with a formed upper channel in place of top angle will not be accepted. The wing shall be a front heel lift design.

### **CYLINDERS**

Slide actuation shall be achieved through the use of a 34" stroke x 3" bore x 2" rod, double acting cylinder. Cylinder shall have a design pressure of 3000 PSI and contain a loaded U-Cup rod seal and a Capped T-Seal piston seal. The cylinder hydraulic ports shall be #8 O-Ring. The cylinder shall have nitride finish. Chrome plated rods will be unacceptable due to ease of finish peeling. The rod end will bolt to slide lift block weldment. The lift block weldment will provide the connection point between the cylinder and the mast slide assembly. The mating of lift block and slide will be achieved through a 1-1/4" x 8-1/2" grade 8 zinc plated bolt with a 1-1/4-7NC self-locking hex nut. Overall benching height capability shall be 30". The wing lift cylinder shall be a double acting 3"x10" cylinder with a 1.5" nitrided rod and shall have adjustable V-gland packing. The wing lift cylinder shall attach to the moldboard by means of a mechanical float link. The mechanical float link will allow for outboard downward pressure and mechanical float.

### **WING MOUNTING ASSEMBLY**

The front wing tower must be fully hydraulic non-cable design using interlaced slot and tab fabricated I-beam construction. Structural based I-beam towers will not be accepted. The mast tower side plates shall be

constructed of ½” A36 steel. The rear side of the tower side plates shall include (2) integral flame cut wings which will weld to the hitch tie plate. The hitch tie plates shall be constructed of .5” x 10” x 12” steel and drilled for bolting mast tower assembly to hitch. There shall be a hitch tie plate located at the lower and upper sections of the mast assembly. Each hitch tie plate will be further reinforced to the mast side plates with (2) .38” gussets on each side of the mast assembly. Each side plate shall contain (7) 4.5” x .5” slots for accepting the mast center web plate. The mast center web plate shall be flame cut to include (7) .5” x 4.25” tabs across the length of each side of the plate. These tabs will interlace into the mast tower side plates and welded to create the fabricated slot and tab I-beam design with an RBM of 674,500 in/lbs. The rear side of the center web plate shall be stitched welded to the mast side plates. The slide side mating of the center web plate to the mast side plates must provide for a full 90° slide bearing surface so chamfering of the slide assembly will not be required. The mast tower side plates shall be drilled and tapped to include (4) grease zerks on each plate to allow greasing of the slide mechanism. The mast slide assembly shall be 40” in length and measure 7” wide x ¾” thick. There shall be a flame cut slot located on the top end of the slide to allow for 8” of wing float. There shall be a 40” x 2” x .5” center slide stiffener fully welded to the slide plate for additional support. The entire slide assembly shall be full ¾” thick at the slide edges. Slides that are chamfered on the edges will not be acceptable due to the reduced wear surface. The lower moldboard pin attachment assembly shall consist of a ¾” x 4.75” x 18” plate fully welded to the slide plate assembly. This plate will also have (2) flame cut 1” thick ears for pinning moldboard dee to the mast slide assembly. Wing attachment to front post is accomplished by the means of a full trip moldboard mounting hinge assembly. These ears shall be designed to accept a 1.25” dee kingpin. These ears shall be further reinforced with a 2” x 2” x .25” structural angle between the ears.

### **PLOW PLACEMENT**

The placement of the front and wing plow shall provide for a continuous plowing path. The operation of the plows regardless of the front plow angle shall not leave any windrow between them.

### **PINTLE HOOK AND PLATE**

A formed steel plate, of sufficient strength to support the pintle hook and it’s full capacity shall include Two 5/8” cold rolled steel tow loops of sufficient size to accommodate a ½ inch grab hooks. This shall be welded to the bottom flange. The pintle hook height shall be 24” to 26 ‘’ from the ground to load bearing surface. Pintle hook shall be attached to frame with grade eight (8) bolts and in accordance to manufacturer specifications. The pintle hook shall be a 45 ton air compensated six-hole pintle hook. All necessary equipment and plumbing shall be completed to make this device fully functioning. Two anti-rotation brackets P/N 2751109-0000 manufactured by Energy Absorption Systems Inc. shall be installed on the plate. The installation of the pintle hook safety chain loops, and anti-rotation brackets shall be installed in accordance with Exhibit A.

### **BUMPER**

Bumper shall be swept back, made of heavy-duty channel for mounting and carrying a snowplow. Standard factory bumper shall be reinforced with 1/2" metal interlaced for maximum strength. Front plate shall be 1/2" metal that is bent not heated around existing bumper. Existing bumper shall be a minimum 12 inches high and flat faced with holes for front Tag on left side and visible. Plow hydraulic line and 3/8 inch flow-matched quick disconnect to be mounted directly above bumper reinforcement in a 10 gauge metal piece, 4" in width to include bulkhead style fittings; no welded nipples.

### **SAFETY EQUIPMENT**

One (1) set of three- (3) emergency warning triangles shall be furnished with each unit and shall conform with DOT Motor Vehicle Safety Standard # 125.

## **BRAKE CONTROLLER**

An electric brake controller system shall be capable of operating 6 to 8 wheels installed on each Unit preferably, factory installed.

## **OSHA EQUIPMENT**

A 112 dba back-up alarm shock mounted at the rear, and a dump body safety prop attached to the left rail minimum schedule 40 1 1/2 inch x 30 inches of supporting which shall be painted red.

The tailgate and rear of body shall have Red and Florescent Yellow-Green conspicuity chevron striping that meets the following criteria:

The striping shall be adhesive-backed with a clear liner covering the reflective material. All factory produced edges shall be completely sealed against peeling and liquid intrusion. The material used shall be designed for application to mobile vehicles and equipment and have minimum seven year warranty. The retro-reflective constituent shall be synthetic resin micro prismatic lenses that are non-metallic. All material shall conform to the retro-reflectivity requirements of ASTM D4956-13 Section 4.2.8 for type VIII retro-reflective sheeting.

The following table shall detail the minimum acceptable coefficients for the sheeting:

	<u>Observation Angle (°)</u>	<u>Entrance Angle (°)</u>	<u>Minimum coefficient of Retro-reflectivity (cd/lux/m<sup>2</sup>)</u>
<u>Red</u>	<u>0.2</u>	<u>-4</u>	<u>105</u>
<u>Fluorescent Yellow-Green</u>	<u>0.2</u>	<u>-4</u>	<u>560</u>

Each stripe shall be 6 inches (150mm) in width. Each stripe in the chevron shall be a single color alternating between red and florescent yellow-green retro-reflective micro prismatic vehicle conspicuity sheeting. The striping shall start at the bottom with a red colored sheet cut into the proper triangle to initiate the alternating pattern. All edges that are made by cutting the material shall have a transparent sealer applied. The sheeting shall be applied with all lighting and other objects removed to provide as much coverage as possible.

## **LIGHTING**

All chassis lights, wiring harnesses and junctions boxes used on dump trucks shall be Truck-Lite manufacture a complete sealed harness system. Lights will have all necessary grommets for their complete installation. All lights shall be flush mounted in the body. All lights shall be for a 12-volt system and shall be LED. All lighting shall conform to current Maryland Motor Vehicle Code and all Federal regulations. All rear LED DOT I.D. Markers lights shall be visible with the spreader box installed.

The following lights shall be installed:

- 2 Stop, Turn and Tail Lamps, Red, 12 volt 4 inch Oval
- 1 Salt Lamp, Yellow, 12 volt
- 1 Back-up Light, White 12 Volt
- 1 License Illuminator Lamp
- Rear LED clearance lamps per Federal Regulations
- 1 Surface Mounting Junction Box Sealed Modular Type

All Body, Side, Rear, marker and clearance lights shall be LED and conform to current DOT Regulations and Federal Standards FMVSS 108 (49CFR571.108). All rear lighting shall originate from a manufacturers supplied module.

## **PLOW LIGHTS**

Each unit shall be equipped with snowplow driving lights. Plow light height shall be adjusted to clear just above snowplow when it is in the full up position. Plow lights shall be auxiliary bracketed to fender/hood in addition to the post mount with .250" aluminum brackets. **Plow lights shall be Truck-Lite 80990 heated complex reflector light assembly kits** and be wired into chassis manufacturers supplied harness. All wiring shall be routed to prevent damage. There shall be no splices in the fender well area. The truck shall have one **Whelen Pioneer Nano NP6BB** flood light mounted on the wing side of the truck that illuminates the back of the wing plow. The light shall be wired to the same switch as the front plow lights. The light shall have lens 6D481-33 installed.

## **REAR BODY AND WARNING LIGHTS**

There shall be a Super-LED® lighting system installed. The lighting system shall be made and manufactured in the United States of America. All the Lighthoods shall be easily replaceable and utilize waterproof Deutsch® connectors for each light module. All Whelen cable shall home run into the cab where all connections will be made within the programmable Whelen DOT-LED® flasher/junction box. A hi/low feature shall be controlled by the systems photocell sensor located within the cab. The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase except on optical plastic parts and halogen bulbs. LED's shall be warranted for a period of five (5) years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid. The product being bid must meet all current "S.A.E." requirements for this type and use of warning device, and be certified by an AMECA-accredited testing lab to meeting these requirements in the appropriate specified safety colors. The lighting system shall be model Whelen model # SHASY1SS, no exception.

## **CAB SHEILD LIGHTING**

The cab shield mounted lighting system shall include (2) Micro 400 SS. Each Micro 400 SS shall contain (3) 400 Series Super-LED® Warning Lighthoods (Front/Side/Rear) facing that are to be mounted within a 11 gauge, black powder coated, stainless steel housing assembly.

## **S/T/T AND REAR BODY LIGHTING**

Each rear corner body post shall contain (1) 400 Series Super-LED® Warning, (1) 400 LED BTT, (1) 400 Super-LED Back-Up, and (1) side TIR3 warning. The rear Lighthood shall be mounted within a Whelen 400 series 7 gauge, stainless steel D housing. The housing shall be designed and accommodate the Whelen SnowAway® heated lens system. The heated lens system shall include thermostat and cab mounted indicator panel. Each lens shall be made of polycarbonate, hard coated, and have a smooth outer surface for self-cleaning. The Lighthood assemblies shall use stainless steel screws that screw directly into a nylon mounting bracket to eliminate dissimilar metal corrosion. Units that screw into a steel bracket are unacceptable. Each housing assembly shall include flex tubing for strain relief purposes. There shall be 45' of 4/C 18 gauge TPE cable for the warning lights, 45' of 5/C 18 gauge TPE cable for the BTT/BU, and 45' of 3/C 14 gauge TPE cable for the heated lens system included with each rear housing assembly.

Switch configuration, flash pattern, and flash sequence will be determined at the pre-build meeting.

## **WING PLOW LIGHTING**

Wing plow assemblies shall be fitted with the following safety and illumination lights.

The safety light shall consist of include one (1) Micro 400 SS containing (1) 400 Series Super-LED® Warning Lighthood facing to the rear when the wing plow is deployed that are to be mounted within a 11 gauge, black

powder coated, stainless steel housing assembly. This light shall be wired to the controller for all of the other warning lights.

The illumination light shall consist of one (1) MPBB Micro Pioneer floodlight. The light is to be mounted and positioned so the entire back of the wing plow is illuminated. The light shall have lens 6D481-32 (40° X 8°) installed.

## **TARP SYSTEM**

Each unit shall be equipped with a fully automatic electric powered deluxe cover system that shall be operated from inside the cab. System shall include spring aluminum arms and wind shield with asphalt resistant and water repellent cover. The arm shaft shall have grease fittings in the blocks supporting the arm shafts. The tarp arms shall be of the bent arm design, and must lie down to prevent loader damage. The electric motor shall have a minimum 5-year manufacturer warranty.

## **PAINT AND COLOR**

The intent of the following section is to describe performance characteristics for metal preparation and finish paint of the dump body, hoist, and all ancillary parts that are made from steel that are manufactured and installed by the second stage manufacturer. Although there are two primary forms of application (liquid and powder) the intent is to have a durable long lasting finish for a snow removal/salt air environment.

### **Metal Preparation**

All oil, grease, dirt, etc. shall be removed chemically to provide a clean surface for blast preparation. All sharp edges and corners shall be chamfered.

All surfaces (top, underneath, inside and outside perimeter) to be 100% abraded by sandblasting or shot blasting to remove all surface rust and mill scale/slag. Any blast media residue shall be removed before painting. Partial abrading of inside and outside corners only is not acceptable. All surfaces are to be abraded to an SSPC-SP 10 finish. (Near white blast cleaning)

### **Primer/Paint materials**

There shall be a zinc/epoxy primer used that is to be certified for a minimum of 3000 hours in a salt spray test that conforms to ASTM B117-11.

Examples of both are:

**Liquid-** Sherwin Williams A-A-59745, PPG ZNP 200/201, PPG Amercoat 68HS

**Powder-** PPG Envirocron PCM-70140

The finish or topcoat paint shall be certified for 1000 hours in salt spray test that conforms to ASTM B117-11.

Examples of both are:

**Liquid-** Sherwin Williams Genesis 3.5 VOC, PPG Delfleet Evolution 3.5 VOC, PPG Amercoat PSX700

**Powder-** PPG Envirocron TGIC Polyester powder

### **Material Application**

The zinc epoxy primer shall be applied 2 to 5 dry mils above metal profile for liquid with an additional coat of sealer to prevent out gassing damage to the top coat. For powder zinc primer must be applied at 2 to 4 mils above the metal profile in thickness.

A High Gloss top coat shall be applied with a minimum thickness of 2 to 4 mils for liquid paint, and 3 to 5 mils for powder paint and shall have a gloss rating of 90% or higher.

Paint Systems and Materials Certification must be made available upon request.

Chassis, running boards, front bumper, push frames, back of plow and all other ferrous metal installed by the second stage manufacturer shall be black. Dump body safety prop shall be painted red. Cab, hood, fenders, shall be DuPont # N5898 School Bus Yellow or equal. All paint and primer shall be "Lead Free". The vendor shall supply the Equipment Division with a paint chip of the color for acceptance and compatibility.

### **NOTE**

Any paint finish damaged during installation of special equipment or accessories shall be refinished with both prime and finish coating.

### **TRAINING**

**Successful vendor shall supply the services of qualified factory technicians at Training Center or designated SHA Facility for a period of a minimum of One- (1) full day training per mechanic for 40 mechanics in on hand diesel engine electrical and diagnostics. Spreader Control training shall be provided by a factory representative or equal approved by the State Highway Equipment Division. This training must include a minimum of Two (2) hours of calibration and four (4) hours of trouble shooting for 50 mechanics, and four (4) hours of operator hands on training for 50 operators shall be provided. The spreader training shall take place at Three (3) of the major maintenance facilities within Maryland State Highway Administration total of 4 sessions. A separate four hour class covering operation, cleaning, and servicing the liquid tank/toolbox unit shall take place at (4) Four maintenance facilities designated by the Equipment Division within Maryland State Highway Administration provided by the installer or up fitter of this equipment.**

### **MANUALS**

The successful bidder shall furnish Operator's, Parts, and Service manual with each truck, and one additional Operator Manual to the State Highway Administration - Equipment Division.

Driver/operator manuals covering the operation of the truck dump body, plows, and material spreading system shall also be supplied with each truck along with body wiring & plumbing schematics. If the maintenance/service and parts manuals requested are available on CD-ROM or DVD, this shall be supplied in lieu of the paper manuals. Parts and service manuals and descriptive literature shall be provided for all aftermarket equipment installed on each of these trucks delivered to the State Highway Equipment Division. Manuals with schematics on hydraulic system, pump, fittings, nozzle's and all otherwise ancillary parts for the tank-toolbox combination liquid spray system shall be supplied. There shall also be a technical overview and troubleshooting guide supplied with each unit and one copy of each to the Equipment Division.

### **INSTALLATION PRACTICES**

All component installation will conform to the latest recommendation, procedures and regulations of the following organizations, JIC - OSHA - SAE. **The use of any of the following items or practices will not be accepted:** *non-steel fittings on hydraulic pressure lines, excessive use of elbows on hydraulic lines, use of black pipe fittings on pressure lines, use of thread tape on hydraulic fittings, use of galvanized fittings or components on hydraulic system, improper hydraulic line size, use of high-pressure hose for hydraulic suction line, Scotchlok type wire splices, non-insulated wire splices, improper hose or wire routing near exhaust, over sharp edges, through holes without grommets, improperly prepared, primed and painted surfaces, non-fused electric circuits, or hydraulic circuits without pressure relief protection.*

All hydraulic hoses and wiring must be securely clamped at approximately 18” intervals, shielded from exhaust and include a protective sleeve where necessary to prevent damage or failure. All hoses must have JIC swivel connections at each end and located in such a manner to aid in easy component replacement. All systems must be thoroughly tested and tuned before delivery. **Complete wiring and plumbing diagrams with a functional hydraulic system schematic in accordance with ANSI-Y32 format shall be included with bid proposal.** An operation manual as well as a separate parts and maintenance manual must be provided with each unit. A full day of training must be provided for operators and maintenance personnel for each location specified.

## **WIRING**

All terminal ends shall be made with the Weather Pak connectors. Electrical connections shall have a minimum of 16 gauge, tinned copper wire with non-split convoluted conduit installed over sheathing. An inline fuse shall protect all electric service connections to truck. All electrical connections shall have Dielectric grease applied for protection

## **NON FACTORY WIRING PRACTICES**

All loose wires for the installation of lights and accessories shall be encapsulated in the aluminum body. No loose wires shall be run along the frame or body. **All splicing connectors used for the installation of the lights and accessories shall be inside the cab be of the soldered heat shrink waterproof type or factory Weather Pac.** No stick on wire supports will be accepted. No Scotchlok type or crimped connectors will be accepted. All outside the cab connections shall be weather pack sealed connection. Every effort shall be made to have all connections within the cab wherever possible, and they shall be soldered, and sealed in heat shrink and corrosion protected. The top revolving light must be on an individual relayed fused circuit, which is stand alone for this application only. All added accessories shall be properly identified and labeled accordingly.

## **AGENCY REQUEST FOR INFORMATION**

The Maryland State Highway Administration reserves the right to contact potential vendors for verification and certification of any subject matter detailed by this specification. The failure of the vendor to either produce verification or comply with certification upon request shall have their bid determined “Non Responsive” said bid will then be removed from consideration of award.

## **PREBUILD MEETING**

It shall be the awarded vendor’s responsibility to arrange a pre-build meeting involving the prime vendor, sub-contractors, and personnel from the SHA Equipment Division to discuss all issues regarding the manufacture of the units detailed in this specification. The meeting will take place before any Purchase Order is issued.

## **PILOT MODEL**

A pilot model of the unit indicated in this specification shall be inspected at the place of delivery before any further deliveries.

## **CERTIFICATE OF ORIGIN AND INVOICING**

The State Highway shall also require a certificate of origin before processing of invoices, when completing the Certificate of Origin, Distributor-Dealer Assignment section that the purchaser’s address:

**State of Maryland  
Department of Transportation  
State Highway Administration  
7491 Connelley Drive**

## **Hanover, Maryland 21076**

The purchaser's name may be abbreviated as follows if insufficient space for the above is a problem: **St. of MD Dept of Trans. SHA** Certificate information and invoicing may be confirmed with Stacey Garber at 410-582-5524

Invoices shall accompany the delivery of each individual truck. The invoice date shall match the date the truck was delivered. SHA reserves the right to reject any delivery where the invoice conditions are not met.

### **EXCEPTIONS**

The omission of specification, which may allow less than functionally complete operationally proper unit, will not excuse the bidder from providing said correct and operational unit. For purposes of comparison, any exception variations or differences from the specification must be indicated in the "exception" space. If additional space is needed all exceptions must be in writing attached at the time of the bid. If the item of detail matches the unit as bid exactly, "None" should be noted in the exception spaces. If "None" is noted the item bid must be the same as the specification described within. These specifications are based on several years of previous procurements with the intent to create standardization and compatibility of repair and replacement parts throughout the agency to standardize the Fleet.

### **REQUIRED DOCUMENTATION**

In addition to submission of a response detailing the adherence to all characteristics set forth in this specification the following certification documents are required:

1. EPA Certificate of Conformity with C.A.R.B. analysis
2. Weight distribution analysis of full assembled, fully loaded truck
3. Technical drawing of frame cross section with critical measurements to include
  - a. Section Modulus
  - b. Yield Strength
  - c. Inside and outside measurements of entire frame cross section
4. MSDS certifying that the brake friction material is asbestos free
  - a. To be provided at delivery

Failure to include any or all of the required documentation shall render a bid submission non-responsive.

### **DELIVERY**

**Completed Trucks shall be delivered FOB Destination to:**

**Maryland State Highway Administration  
7491 Connelley Drive  
Building Three  
Hanover, Md. 21076**

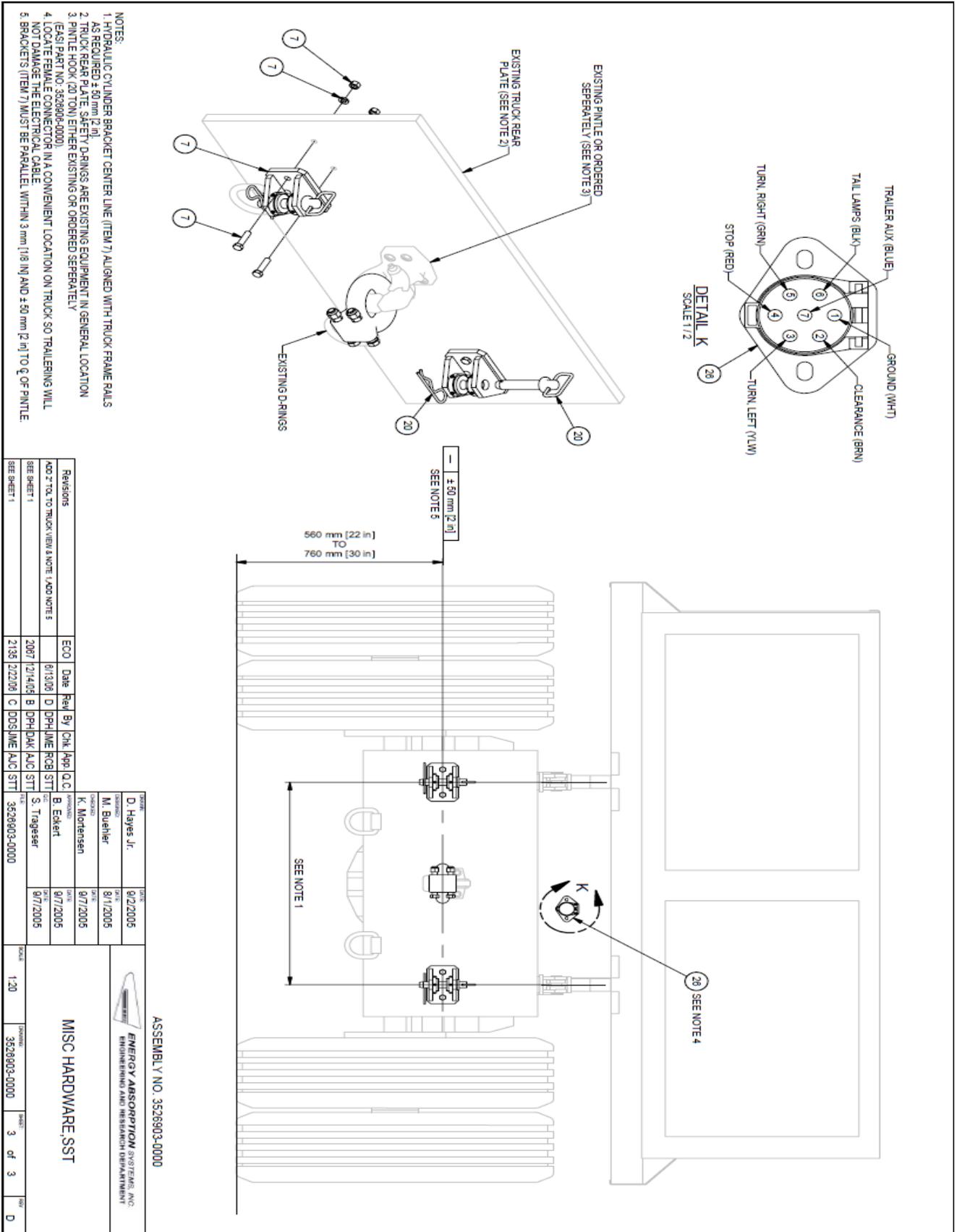
**All prices are to be quoted F.O.B. destination freight prepaid and allowed to any point within the State of Maryland. All shipping, handling and administrative charges are to be included in the bid pricing.**

**This contract does not obligate the State of Maryland to purchase any minimum or maximum quantity thru the contract period. Orders for actual requirements may be more or less than listed. Orders as required will be placed direct to the supplier by the using authority indicating delivery and billing instructions.**

**NOTE TO BIDDERS**

**Bidders not providing detailed vendor generated submittal for evaluation will be considered non-responsive. “Glossy” brochures from manufacturer are not an acceptable bid response. Proper proof of all ASTM standards and material construct certifications requested within these specifications shall be provided with the bid package via fax to Department of General Services.**

# EXHIBIT A



- NOTES:
1. HYDRAULIC CYLINDER BRACKET CENTER LINE (ITEM 7) ALIGNED WITH TRUCK FRAME RAILS AS REQUIRED ± 50 mm [2 in].
  2. TRUCK REAR PLATE, SAFETY DRINGS ARE EXISTING EQUIPMENT IN GENERAL LOCATION.
  3. PINTLE HOOK (20 TON) EITHER EXISTING OR ORDERED SEPARATELY (EAG PART NO. 3528903-0000).
  4. LOCATE FEMALE CONNECTOR IN A CONVENIENT LOCATION ON TRUCK SO TRAILERS WILL NOT DAMAGE THE ELECTRICAL CABLE.
  5. BRACKETS (ITEM 7) MUST BE PARALLEL WITHIN 3 mm [1/8 in] AND ± 50 mm [2 in] TO Q OF PINTLE.

Revisions	ECO	Date	Rev	By	Chk	App	Q.C.
ADD 2' TO TRUCK VIEW & NOTE 1, ADD NOTE 5	2087	12/14/05	B	DPH-JAK	ALC	STT	
SEE SHEET 1	2138	12/22/06	C	DDJ-LINE	ALC	STT	

DATE	BY	DATE	BY
9/2/2005	D. Hayes Jr.	9/7/2005	S. Trageser
8/17/2005	M. Buehler	9/7/2005	B. Eckert
9/7/2005	K. Mortensen	9/7/2005	

ASSEMBLY NO. 3528903-0000



MISC. HARDWARE, SST

SCALE	1:20	DRAWING	3528903-0000	SHEET	3	OF	3	REV	D
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**ATTACHMENT A**  
**THERE IS NO MBE GOAL FOR THIS ITB**

MBE Utilization and Fair Solicitation Affidavit  
and MBE Participation Schedule  
Version 7/9/14

# **MANDATORY AFFIDAVITS**

*Bid/Proposal Affidavit*

*Contract Affidavit*

*Mercury Affidavit*

*Conflict of Interest Affidavit*

## **ATTACHMENT B**

### **COMAR 21.05.08.07 Bid/Proposal Affidavit**

#### **A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I (*print business name*) \_\_\_\_\_

possess the legal authority to make this Affidavit.

#### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder hereby certifies and agrees that the following information is correct:

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

##### **B-1. Certification Regarding Minority Business Enterprises**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

##### **B-2. Certification Regarding Veteran-Owned Small Business Enterprises**

The undersigned bidder hereby **certifies** and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, 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):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or,
  - (b) 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 in connection with 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 a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) 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) through (5) above;
- (7) 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;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court;
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court;
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (iii) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (iv) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3,4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court;
- (i) Made the finding; and
- (ii) Decision became final; or

- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
  - (ii) Not overturned on judicial review;

(15) 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 in §§ B and C and subsections D(1) through (14) of this regulation, 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):

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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 proceedings, 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).

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**F. 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):

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**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above 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.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

- (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 taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT:**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN:**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - a. It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - b. It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS):**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

**Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.**

**N. ACKNOWLEDGEMENT:**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) 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 the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) 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.

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT C**

**COMAR 21.07.01.25  
Contract Affidavit**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I (*print business name*) \_\_\_\_\_

possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (2) Limited Liability Company \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (3) Partnership \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (4) Statutory Trust \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (5) \_\_\_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

**Name and Department ID:**

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION:**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION:**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**E. DRUG AND ALCOHOL FREE WORKPLACE:**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;
  - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID:**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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.

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

By: \_\_\_\_\_  
 (Authorized Representative and Affiant)

\_\_\_\_\_  
 (Printed or Typed Name)

**ATTACHMENT D**

**COMAR 21.05.08.09**

**MERCURY AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_

and the duly authorized representative of (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. MERCURY CONTENT INFORMATION**

[\_\_\_\_\_] The product(s) offered do not contain mercury.

OR

[\_\_\_\_\_] The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

**I ACKNOWLEDGE THAT** this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions the State of Maryland; (3) other states; and (4) 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 the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) 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.**

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

By: \_\_\_\_\_

(Authorized Representative and Affiant)

\_\_\_\_\_

(Printed or Typed Name)

**ATTACHMENT E**

**COMAR 21.05.08.09**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**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.**

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

\_\_\_\_\_  
(Printed or Typed Name)

**ATTACHMENT F**

**VENDOR COMPANY PROFILE**

**IFB #: 001IT820581 Title: Tri -Axle Dump Trucks for State Highway Administration**

**NOTICE TO BIDDERS:**

1. FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID NON-RESPONSIVE.
2. BIDDERS SHALL HAVE AT LEAST THREE (3) YEARS EXPERIENCE IN PROVIDING SIMILAR TYPE WORK AS SPECIFIED IN THIS IFB.

Information furnished in response to this questionnaire and any verification made by the DGS shall provide a basis for determining the responsibility of Bidders. In the event that references are deemed insufficient by the DGS, the State reserves the right to determine the Bidder as non-responsible, which will cause the rejection of their bid. This form will be used in assessing a Vendor's qualifications and capability to perform the scope of work for a contract with the State of Maryland.

**CUSTOMER SERVICE CONTACT INFORMATION**

The name of Vendor's representative to be contacted for information, service, or problem-solving that may be required by the end user of the contract.

**Name of Bidding Entity:** \_\_\_\_\_

**Name of Representative:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Years in Business:** \_\_\_\_\_ **Federal ID:** \_\_\_\_\_

**Type of Organization (i.e., Corporation, Partnership, Individual, Joint Venture):** \_\_\_\_\_

**Former Names Under Which Your Organization has Operated:** \_\_\_\_\_

**REFERENCES**

Please complete Reference information for Sections 1, 2, and 3. **Note:** For each Reference listed, all fields should be complete. If no references, indicate 'None' in the appropriate Section.

**Section 1:** List contract awards to your Company by the State of Maryland within the last three (3) years and provide the information requested for each column.

<b>Contract/Project Name</b>	<b>Contract Number</b>	<b>Agency Name</b>	<b>Agency Representative</b>	<b>Contact Information (Phone &amp; E-Mail)</b>

**Section 2:** List other contracts of similar size and scope performed within the last three (3) years and provide the information requested for each column.

<b>Contract/Project Name</b>	<b>Contract Duration</b>	<b>Client Name</b>	<b>Client Representative</b>	<b>Contact Information (Phone &amp; E-Mail)</b>

**Section 3:** Provide a list of contracts terminated for cause prior to their natural expiration date during the last three (3) years and provide the information requested in each column.

<b>Client Name</b>	<b>Contact Name</b>	<b>Contact Information (Phone &amp; E-Mail)</b>	<b>Reason for Termination</b>

**ATTACHMENT G**

**NO BID NOTICE**

**Vendor/Contractor:**

**The Department of General Services has solicited your participation in the following Invitation for Bids:**

**IFB #: 001IT820581 Title: Tri -Axle Dump Trucks Contract for State Highway Administration**

**If you do not intend to bid, please complete the following and return this notice:**

**I \_\_\_\_\_ did not bid on this**

**IFB/RFP because: (check one or more)**

**Do not have the necessary equipment, labor and capital required.**

**Do not have the experience necessary to perform the work.**

**Unable to get bonding and/or special insurance. Please be specific:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Time for completion is too short.**

**General Conditions contain requirements which I do not understand.**

**General Conditions contain requirements with which I disagree. Please explain:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Company Name)

**NOTE:** Complete form only if you do not intend to bid. DGS is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance. Please fax this form to Stacey Pollitt **at e-mail:** [stacey.pollitt1@maryland.gov](mailto:stacey.pollitt1@maryland.gov). Vendors are asked not to submit this form on eMM.