

1-22-2014

**CITY OF PARMA HEIGHTS**

**INVITATION TO BID**

**PURCHASE OF ONE (1) SINGLE AXLE  
USED DUMP TRUCK WITH PLOW AND SALT HOPPER BODY**

The City of Parma Heights is seeking bids for the Purchase of One (1) Single Axle Used Dump Truck with Plow and Salt Hopper Body.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than February 7, 2014 at 12: 00 PM (local time). All of the sections applicable in the ITB shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the ITB and sections, the specification in the ITB shall take precedence.

**1. Intent and Purpose.**

The City of Parma Heights is issuing this Invitation to Bid for *One (1) Single Axle Used Dump Truck with Plow and Salt Hopper Body*. The purpose of requesting bids is to contract with a vendor who will provide the aforementioned base vehicle pursuant to the following required specifications.

MODEL:	Used Single Axle with Snow Plow and Salt Hopper Body Dump Truck
YEAR:	2004 - Present
PREFERRED MANUFACTURERS:	International or Sterling
ENGINE:	Diesel with range of a minimum of 255 HP
TRANSMISSION:	Automatic
CENTRAL HYDRAULICS	Yes
TIRES:	12 x 22.5
SUSPENSION:	Spring
BRAKES:	Air Brakes
A/C:	Yes
RADIO:	Yes
CRUISE CONTROL:	Yes
MILEAGE:	Not to exceed 100,000 at time of purchase
DUMP BODY:	10' Steel
PLOW:	10' Henke Plow
SALT HOPPER:	10' Stainless with Storage Removal Stand
NOTES:	All hydraulic controls to be remote mounted out of cab

**PLEASE SEE BID FORM 1 FOR COMPLETE SPECIFICATIONS**

After receiving the Bids, the City will review all Bids and recommend a successful bidder to the City Council. The City shall execute a Contract with the successful bidder pursuant to terms contained in the Bid Documents. The City may terminate the Contract for its convenience at any time upon providing five (5) days notice to the Contractor.

Bidders are advised that the City reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the City may proceed with another bid process to obtain *One (1) Single Axle Used Dump Truck with Plow and Salt Hopper Body*.

**No interpretation of the meaning of the Bid Documents will be made to any Bidder orally.** A request for an interpretation of the Bid Documents should be communicated electronically to Dennis Patten, Director of Public Service, [patten@parmaheightsoh.gov](mailto:patten@parmaheightsoh.gov) to be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Instructions to Bidders and Bid Documents which, if issued, will be e-mailed to all prospective Bidders (at the respective e-mail numbers furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Bid Documents and will be available for inspection at City Hall.

## **2. Bid Opening.**

The bid opening is scheduled for February 7, 2014 at 12:00 PM (local time). All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at Parma Heights City Hall, 6281 Pearl Road, Parma Heights, Ohio 44130.

## **3. Bid Bond Requirement.**

A bid bond in the amount of Ten Per Cent (10%) of the vehicle total bid must be included with the bid or the bid will be disqualified. The bond is to be in the form of a surety bond or certified check with the City of Parma Heights identified as the obligee.

Bonds will be returned to unsuccessful bidders within thirty (30) days of contract award.

Bonds will be returned to the successful bidder within thirty (30) days of receipt of the vehicle.

## **4. Bid Requirements**

Each Bid, to be considered responsive, must submit on the prescribed Bid Form(s) and include all requested attachments:

<b>Bid Form 1:</b>	Complete Specifications
<b>Bid Form 2:</b>	ITB Pricing Response Form
<b>Bid Form 3:</b>	Bidder Identification, Qualifications and References
<b>Bid Form 4:</b>	Bidders Representations and Warranties
<b>Bid Form 5:</b>	Non-Collusion Affidavit
<b>Bid Form 6:</b>	Personal Property Tax Affidavit
<b>Bid Form 7:</b>	W-9 Form
<b>Bid Form 8:</b>	Current Ohio Worker's Compensation Certificate
<b>Bid Form 9:</b>	Form of Bid Bond
<b>Bid Form 10:</b>	Findings for Recovery Affidavit

## 5. Administrative Requirements.

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, date and time of bid opening marked clearly on the outside of the package. All bids must be sent to:

City of Parma Heights  
c/o Director of Finance  
6281 Pearl Road  
Parma Heights, Ohio 44130

**Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.**

The City of Parma Heights reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet (Bid Form #1)

When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from evaluation of the bid opening date to permit adequate responses.

The City of Parma Heights does not assume any late payment penalties. No condition will alter this statement.

The City of Parma Heights reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Parma Heights.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Dennis Patten  
Director of Public Service  
6281 Pearl Road  
Parma Heights, Ohio 44130

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The City may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the City. The City reserves the right to be the sole judge of suitability and fitness of the product bid.

There will be no incidental charges for services. If the City of Parma Heights has left any information out of these specifications where the bidder would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials, submitted in response to the bid will become the property of City of Parma Heights and may be returned only at the City's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

#### **6. Bid Evaluation Criteria and Award.**

An award will be made to the provider who is considered lowest and best bid for the City's needs.

The City of Parma Heights reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process.

#### **7. Bid Alterations, Amendments, and Alternate Bids.**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the City to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**IT IS THE SOLE RESPONSIBILITY OF BIDDERS TO MONITOR THE CITY WEBSITE AT [www.parmaheightsoh.gov](http://www.parmaheightsoh.gov) FOR ANY AMENDMENTS TO THIS INVITATION TO BID.**

**8. Insurance Requirements.**

The successful bidder shall at all times prior to delivery of the vehicle to the City maintain in full force and effect the insurance coverage’s listed below, including contractual liability coverage arising hereunder. All insurance shall be issued by insurers and for policy limits acceptable to the City, and the successful bidder shall furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. The certificates shall include the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal or material modification affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

The successful bidder shall, upon written request from City provide City with original copies of the policies and all endorsements to any such policies. The City and its council members, officers, representatives, agents, and employees shall be additional insured’s on the successful bidder's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The insurance coverage to be purchased and maintained by the successful bidder, as required by this paragraph, shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required hereunder for all coverage’s provided under said insurance policies and otherwise provide cross liability coverage.

The successful bidder shall be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance.

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers’ Compensation	Statutory limits
Employer’s Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability

**9. Taxes.**

The City is exempt from local, state and federal taxation.

**10. Pricing.**

Bidders are expected to quote firm and fixed prices in the format specified in (Bid Form #2).

**11. Performance Requirements.**

The delivery of equipment that does not conform in all respects to the specifications will be rejected by the City and the reasons for the rejection shall be provided to the Bidder. If the Bidder fails to make immediate replacement of such equipment that meets the specifications, the City will procure in the open market equipment of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the City for the total costs of the correction. The City's performance on behalf of the Bidder when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

**12. Indemnification.**

The Bidder awarded this contract shall indemnify and hold harmless the City, its officers, officials and employees (hereinafter "City"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the Bidder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the Bidder, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**13. Delivery.**

Vehicle shall be delivered for inspection by the city within ten (10) business days after notification to the successful bidder. TIME IS OF THE ESSENCE.

**14. Inspection.**

**PRIOR TO ACCEPTANCE OF THE VEHICLE AND PRIOR TO ENTERING INTO A CONTRACT WITH A BIDDER THE CITY RESERVES THE RIGHT TO FULLY INSPECT THE VEHICLE TO DETERMINE THAT IT MEETS ALL OF THE SPECIFICATIONS OF THE CITY AND THE VEHICLE IS MECHANICALLY AND OPERATIONALLY SOUND AND THAT THE VEHICLE WILL PERFORM AS REQUIRED BY THE CITY.**

## BID FORM #1

### COMPLETE SPECIFICATIONS

MODEL:	Used Single Axle with Snow Plow and Salt Hopper Body Dump Truck
YEAR:	2004 - Present
PREFERRED MANUFACTURERS:	International or Sterling
ENGINE:	Diesel with range of a minimum of 255 HP
TRANSMISSION:	Automatic
CENTRAL HYDRAULICS	Yes
TIRES:	12 x 22.5
SUSPENSION:	Spring
BRAKES:	Air Brakes
A/C:	Yes
RADIO:	Yes
CRUISE CONTROL:	Yes
MILEAGE:	Not to exceed 100,000 at time of purchase
DUMP BODY:	10' Steel
PLOW:	10' Henke Plow
SALT HOPPER:	10' Stainless with Storage Removal Stand
NOTES:	All hydraulic controls to be remote mounted out of cab

**BID FORM #2**

INVITATION TO BID FORM (ITB)  
PRICING RESPONSE FORM

**THE INFORMATION IS BIDDER GENERATED**

**BID FORM #3**

BIDDER IDENTIFICATION, QUALIFICATIONS AND REFERENCES

**THE INFORMATION IS BIDDER GENERATED**

**BID FORM #4**

BIDDERS REPRESENTATIONS AND WARRANTIES

**THE INFORMATION IS BIDDER GENERATED**

**BID FORM #5**

Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

BIDDER \_\_\_\_\_, being first duly  
(Name)  
sworn, deposes and says that he is \_\_\_\_\_ of  
(Sole owner, partners, president, etc.)  
\_\_\_\_\_  
(Company name)

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or any one interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: \_\_\_\_\_

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Seal of Notary

\_\_\_\_\_  
Notary Public

**BID FORM #6**

**PERSONAL PROPERTY TAX AFFIDAVIT**

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The Affiant, being first duly sworn, states that he/she is the

\_\_\_\_\_  
(Title and Name of company)

And that he/she or \_\_\_\_\_  
(Name of company)

was:

(1) Not charged with any delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the Bid for ***“ONE USED SINGLE AXLE DUMP TRUCK with SNOW PLOW AND HOPPER”***.

(OR)

(2) Charged with delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the Bid for ***“ONE USED SINGLE AXLE DUMP TRUCK with SNOW PLOW AND HOPPER”*** and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught

COMPANY

AFFIANT and TITLE

\_\_\_\_\_

\_\_\_\_\_

Sworn to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

**BID FORM #7**  
TAXPAYER IDENTIFICATION  
**(Attached)**



**BID FORM #8**

**INSERT**

**CURRENT OHIO WORKER'S COMPENSATION CERTIFICATE HERE**

**BID FORM # 9**

INSERT

BID BOND HERE

BID FORM 10

FINDING FOR RECOVERY AFFIDAVIT

I \_\_\_\_\_ of \_\_\_\_\_  
Name Title Name of Bidder

affirm that at the time that I submitted the bid for "**ONE USED SINGLE AXLE DUMP TRUCK with SNOW PLOW AND HOPPER**" to the City of Parma Heights on

\_\_\_\_\_, 2014 that \_\_\_\_\_  
Name of Bidder

has or has no unresolved finding for recovery from the State Auditor per Ohio Revised Code Section 9.24.

If there is unresolved finding for recovery from the State Auditor, complete the following section.

The amount of unresolved finding for recovery due the State Auditor is \_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant Title

\_\_\_\_\_  
Company/Corporations

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary

(Seal)

