

220183

DISTRICT - ALL

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees

FROM : Scott Niehaus, Village Manager

DATE : May 18, 2022 Agenda Date May 26, 2022

TITLE : Bid Opening For: One New Dump Truck

SUBMITTED BY: Tom Ellis, Operations Supentindent *TE*

RESULTS:

Date Bids Were Published _____

Bidding Closed _____

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required	_____ Yes	_____ X	_____ No
Performance Bond Required	_____ Yes	_____ X	_____ No
Were Any Bids Withdrawn	_____ Yes	_____ X	_____ No

Explanation:

Waiver of Bids Requested? _____ X _____ Yes _____ No

If yes, explain: Purchase on State of Illinois Contract # 19-416CMS.

Award Recommended to Lowest _____ X _____ Yes _____ No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$ 235,00.00

Amount of Award \$ 243,564.00

BACKGROUND/RECOMMENDATION:

Staff seeks Board approval to award a contract to Rush Truck Center of Springfield (IL) for one new dump truck.

Has Recommended Bidder Worked for Village Previously	<u>X</u> Yes	_____ No
If yes, was quality of work acceptable	<u>X</u> Yes	_____ No
Was item bid in accordance with Public Act 85-1295?	_____ Yes	<u>X</u> No
Waiver of bids - Public Act 85-1295 does not apply	<u>X</u> Yes	

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



To: Scott Niehaus, Village Manager

Through: Carl S. Goldsmith, Director of Public Works *ag*

From: Tom Ellis, Operation Superintendent *TE*

Date: May 18, 2022

Subject: FY23 State Bid Vehicle Purchase

Included in the FY23 budget is the replacement for one Public Works dump truck. The truck is for the Street Division and to be equipped with a plow and salt spreader (unit # ST330). Truck ST330 will be 10 years old in FY23 and so far, we have spent \$58,203 maintaining it. These vehicles were reviewed by the Village Manager and the Finance Director as part of the FY23 replacement program.

State bid for this type of vehicle has been awarded to Rush Truck Center of Springfield, IL (contract # 19-416CMS). The total cost of the truck is \$243,564.00. Rush Truck Center. The budgeted amount for this purchase is \$235,000. The effects of supply disruptions and material shortages has been a main factor to the higher costs for equipment. Staff is anticipating additional cost increases for future contracts for this purchase. The current state contract is set to expire June 1, 2022

I recommend the B.O.T. waive bid and award a contract to Rush Truck Center of Springfield (IL) in the amount of \$243,564.00 for one new dump truck as specified in the attached proposal. I also recommend declaring Village units ST330 as surplus per the attached ordinance and authorizing its disposal. Waiver of first reading is requested on this ordinance. Please submit this item to the Village Board for their consideration at the May 26, 2022 meeting.

ORDINANCE _____

**ORDINANCE AUTHORIZING THE SALE AND/OR DISPOSAL
OF MUNICIPAL OWNED PERSONAL PROPERTY**

WHEREAS, in the opinion of the Corporate Authorities of the Village of Lombard, it is no longer necessary or useful to or in the best interest for the Village of Lombard to retain the following described personal property:

Unit #ST330 2012 International dump truck with plow and salt spreader
VIN #1HTWCAAR4DH198726

now owned by the Village of Lombard; and

WHEREAS, The Village routinely declares such type of personal property surplus and the best interest of the Village of Lombard will be served by its sale and/or disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

Section 1: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find the following described property:

Unit #ST342 2003 Sterling LT8513 dump truck with plow and salt spreader
VIN #1HTWCAAR4DH198726

now owned by the Village of Lombard is no longer necessary or useful to the Village of Lombard and the best interest of Lombard will be served by its sale at auction with a reserve of \$15,000

Section 2: Pursuant to said 65 ILCS 5/11-76-4, the Village President and Clerk are hereby authorized and directed to sell and/or dispose of the aforementioned personal property now owned by the Village of Lombard.

Section 3: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Passed on first reading this _____ day of _____, 2022

First reading waived by action of the Board of Trustees this _____ day of _____, 2022

Passed on second reading this _____ day of _____, 2022

Ordinance No. _____

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Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2022

Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

**Rush Truck Center, Springfield**

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

rushtruckcenters.com

Retail Sales Order

SALES ORDER		VILLAGE OF LOMBARD		Date 05/11/2022	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		Customer's Name 255 E WILSON AVENUE LOMBARD IL 60148			
Make International	Series HV607	Street	City	State	Zip
Year 2024	Body Type REFERENCED BELOW	(630) 620-5740			
Color WHITE	Trim STANDARD	Federal Tax ID #	Business Phone	Fax	
Serial #		Purchaser's Name			
Stock #		Street	City	State	Zip
To be delivered on or about		Federal Tax ID #	Business Phone	Fax	
STATE CONTRACT # 19-416CMS-BOSS4-P-8607		David Mueller			
WAS USED TO PRICE THE FOLLOWING EQUIPMENT		By Salesman			
TRUCK CHASSIS SPECIFICATIONS AS LISTED IN		Truck Will be Titled in Du Page County.			
SALES PROPOSAL # 16002 DATED 05/10/2022	95,489.00	LIENHOLDER INFORMATION			
BODY & MOUNTED EQUIPMENT AS LISTED IN	147,748.00	Date of Lien			
MONROE TRUCK EQUIP. QUOTE # 4BD0005668		Lien Holder			
DATED 05/10/2022					
Sales Price	243,237.00				
Factory Paid F.E.T.	0.00				
F.E.T. Tire Credit	0.00	Draft Through			
Total Factory Paid F.E.T.	0.00				
Optional Extended Warranties	0.00				
Sub-Total	243,237.00				
Dealer Paid F.E.T. *	0.00	Manufacturer Rebate			
Local Taxes	0.00	Total Used Vehicle Allowance *			
License, Transfer, Title, Registration Fee	163.00	Less Total Balance Owed			
Documentary Fee	164.00	Total Net Allowance on Used Vehicle(s)			
Total Cash Delivered Price	243,564.00	Deposit or Credit Balance			
Total Down Payment	0.00	Cash with Order			
Unpaid Cash Balance Due on Delivery	243,564.00	←----- 0.00			
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		*See Trade-in details on page 4			
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.			
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature _____ Date _____			
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER RECEIVED BY: <u>David Mueller</u> 05-11-2022 SALES REPRESENTATIVE Date			
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		OFFER ACCEPTED BY: _____ AUTHORIZED REPRESENTATIVE Date			
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.					
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.					



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

rushtruckcenters.com

Retail Sales Order

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$95,816.00

ABOVE FIGURE IS FOR CHASSIS ONLY (Does NOT include body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCHARGES, FREIGHT / DESTINATION FEES and RAW MATERIAL OR COMMODITY SURCHARGES

Approved by Seller:

SALES REPRESENTATIVE 05-10-2022

Official Title and Date



Authorized Signature

Accepted by Purchaser:

VILLAGE OF LOMBARD

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.