

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 R. Niehaus, Village Manager
DATE : June 2, 2015 Agenda Date June 18, 2015
TITLE : Bid Opening For: New Tandem Axle Dump Truck
SUBMITTED BY: John L. Mannino, Fleet Supervisor *JLM*

RESULTS:

Date Bids Were Published Publicly bid by the City of Wheaton November of 2012
Bidding Closed November 9, 2012
Total Number of Bids Received 9
Total Number of Bidders Meeting Specifications 5
Bid Security Required Yes X No
Performance Bond Required Yes X No
Were Any Bids Withdrawn Yes X No
Explanation:
Waiver of Bids Requested? Yes X No
If yes, explain:
Award Recommended to Lowest X Yes No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$ 202,000.00
Amount of Award \$ 197,903

BACKGROUND/RECOMMENDATION:

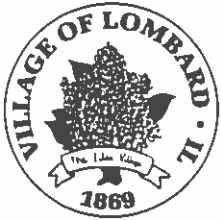
Staff seeks Board approval to award a contract to JX Peterbilt of Bolingbrook (IL) for a new tandem axle dump truck and to declare Village dump truck ST344 surplus.

Has Recommended Bidder Worked for Village Previously Yes X No
If yes, was quality of work acceptable Yes No
Was item bid in accordance with Public Act 85-1295? X Yes No
Waiver of bids - Public Act 85-1295 does not apply 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 R. Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works *CG*
From: John L. Mannino, Fleet Supervisor *JLM*
Date: June 2, 2015
Subject: FY16 Vehicle Purchase, Tandem Axle Dump Truck

The FY 2016 budget includes replacement of a Public Works Street Division tandem axle dump truck with plow and salt spreader (unit # ST344). Since the lead time to build this truck is approximately 8 months staff would like Village Board authorization to place the order for the vehicle now, which would allow delivery in winter of 2016.

Public Works had been purchasing Sterling brand salt trucks until Sterling stopped making trucks in 2010. Since then Public Works switched to International salt trucks. After several years of using International trucks, staff has found the maintenance costs excessively high. The frames of these trucks are too light duty for use plowing with heavy loads of salt. One common problem with these trucks is a broken engine flywheel housing and transmission bell housing caused by the frame being bent by heavy torque loads. This repair alone cost approximately \$10,000 per truck. Additionally the downtime on these trucks is often extensive when they have to go to the dealership for repairs because their dealers are often back-logged 2-3 weeks. Many municipalities are switching from the International chassis because of these problems.

Many municipalities are switching to a more robust Peterbilt chassis; most recently Naperville, West Chicago, Wayne and Wheaton. Fleet Services obtained a demo Peterbilt salt truck and had Public Works staff test drive this unit to see if it would suit their needs. The overwhelming response was positive. Public Works drivers said the handling and ride was superior. The turning radius was tighter and the visibility was much better. Additionally the cab is made of aluminum to save weight and reduce the potential for rust. Even though the Peterbilt chassis is 10% to 15% more than the International chassis staff feels it is a necessary upgrade for the durability in this application. Since the re-sale value of Peterbilts is usually higher some of the additional cost will be off-set.

Public Works would like this truck to be outfitted with a dump body, plow, salt spreader and an anti-ice “drop in” tanker. This tanker can be easily installed in place of the salt spreader and used to treat the streets with a salt brine solution prior to snow storms. The price of the Peterbilt chassis is \$96,034. The cost of the dump body, salt spreader, plow and anti-ice tanker is \$101,869. Therefore the total price of the truck is \$197,903. The amount in the FY 2016 budget for this purchase is \$202,000. The trade-in value of our old truck is \$20,000. Staff will first attempt to auction this truck for a higher price. In the event it does not sell for more than \$20,000 plus auction fees staff will trade the old truck in.

The Peterbilt chassis is available for joint purchase through the National Joint Purchase Alliance (NJPA) and the City of Wheaton as they recently competitively bid a Peterbilt truck and their bid had a “joint purchase” clause (see attached). The winning bidder of both joint purchase contracts is JX Peterbilt of Bolingbrook, IL however the City of Wheaton’s price was \$2,000 less because the Peterbilt vendor does not have to pay the fees associated with NJPA.

I recommend the Board of Trustees award a contract to JX Peterbilt of Bolingbrook, IL in the amount of \$197,903 for one new Peterbilt salt truck with plow, salt spreader and anti-ice tanker. I also recommend declaring Village unit ST344 as surplus per the attached ordinance and authorizing Public Works to market and sell this truck to the highest bidder. Waiver of first reading is requested on this ordinance. Please submit this item to the Village Board for their consideration at the June 18, 2015 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 #ST344 2006 Sterling tandem axle dump truck with plow and salt spreader
VIN #2FZHAWDC56AW91212

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 #ST344 2006 Sterling tandem axle dump truck with plow and salt spreader
VIN #2FZHAWDC56AW91212

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.

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 _____, 2015

First reading waived by action of the Board of Trustees this _____ day of _____, 2015

Passed on second reading this _____ day of _____, 2015

Ayes: _____

Nays: _____

Ordinance No. _____
Page 2

Absent: _____

Approved this _____ day of _____, 2015

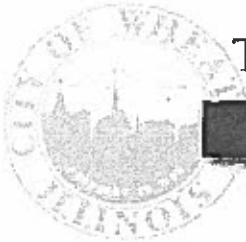
Keith T. Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

REGULAR AGENDA

New Business #/



The City of Wheaton

Central Purchasing

T O : Don Rose, City Manager

F R O M : Joan M. Schouten MBA CPIM CPPB, Procurement Officer

D A T E : November 15, 2012

R E : Recommendation for Bid Award

FOR: TANDEM AXLE DIESEL DUMP TRUCKS

Vendor: JX Peterbilt

Budget: \$504,700 in account 5095-5880

Request for Purchase: \$459,435

Budget Impact: \$45,265 under budget (without consideration of the \$75,000 for trade-in)

B A C K G R O U N D : The city's decision to purchase the above vehicles is based on the following:

- The three (3) vehicles that are being replaced all perform severe work.
 - #51 is a 2001, with a 12 year life expectancy, with 83,352 miles/6182 hours, and has been utilized by Streets.
 - #52 is a 2001, with a 12 year life expectancy, with 116,828 miles/7273 hours, and has been utilized by Streets.
 - #96 is a 2001, with a 12 year life expectancy, with 43,219 miles/6160 hours, and has been utilized by Water.
- An Invitation to Bid was solicited. Nine (9) submittals were received from three (3) contractors.¹
 - Four (4) submittals did not meet requirements
 - Two (2) submittals may have met requirements, but they provided insufficient information to verify, and their high cost did not warrant further investigation
 - Three (3) submittals met requirements. One submittal, by JX Peterbilt offered a higher grade cab, chassis, and engine – and a significantly higher trade-in value for the outgoing vehicles.
- The lowest responsive, responsible bidder, offering the best value is JX Peterbilt's alternate submittal.
- The results from the city's ITB and their proposed prices are listed on the attached bid tabulation sheet.
 - Bid Tab Results: 9 bidders
 - Bid Range = \$27,382
 - Range of trade-in value = \$33,000

Attachments: Bid Tab

¹ Formal sealed bids were received and opened on November 9, 2012 by the City of Wheaton's Procurement Officer. The following City of Wheaton individuals were present at the opening: Joan M. Schouten, Procurement Officer; Mo Anderson, Fleet Superintendent, and Vince Laoang, Director Public Works.



The City of Wheaton

Central Purchasing

BID TABULATION SHEET: TANDEM AXLE DIESEL DUMP TRUCKS (3)
 Proposal Opening: November 9, 2012 UPDATED NOV. 15, 2012
 Department: Garage

BIDDER ADDRESS CITY, STATE	CHICAGO INTERNATIONAL TRUCKS, LLC 1000 LARKIN AVE FOLMET, IL 60136	CHICAGO INTERNATIONAL TRUCKS, LLC 1000 LARKIN AVE FOLMET, IL 60136	CHICAGO INTERNATIONAL TRUCKS, LLC 1000 LARKIN AVE FOLMET, IL 60136	CHICAGO INTERNATIONAL TRUCKS, LLC 1000 LARKIN AVE FOLMET, IL 60136	CHICAGO INTERNATIONAL TRUCKS, LLC 1000 LARKIN AVE FOLMET, IL 60136
	ALTERNATE #1	Primary Bid	ALTERNATE #2	ALTERNATE #4	ALTERNATE #3
TRUCK #1					
Chassis	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500
Body	\$ 33,000 Monroe	\$ 33,000 Monroe	\$ 37,000 Henderson	\$ 37,200 Bonnell	\$ 36,300 Auto Truck
	\$ 114,500	\$ 114,500	\$ 118,500	\$ 118,700	\$ 117,800
LESS TRADE IN VALUE	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
	\$ 101,500	\$ 101,500	\$ 105,500	\$ 105,700	\$ 104,800
TRUCK #2					
Chassis	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500
Body	\$ 54,600 Monroe	\$ 54,600 Monroe	\$ 76,700 Henderson	\$ 62,000 Bonnell	\$ 91,400 Auto Truck
Plow	\$ 9,900 Linden/Wausaw	\$ 8,400	\$ 9,500 Linden/Wausaw	\$ 10,700 Linden/Wausaw	included
V Box Salt Spreader	\$ 17,700	\$ 17,700	included	\$ 15,600	included
Pre-Wet System	\$ 3,300	\$ 3,300	included	\$ 4,400	included
	\$ 167,000	\$ 165,500	\$ 167,700	\$ 174,200	\$ 172,900
LESS TRADE IN VALUE	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
	\$ 151,000	\$ 149,500	\$ 151,700	\$ 158,200	\$ 156,900
TRUCK #3					
Chassis	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500
Body	\$ 55,700 Monroe	\$ 55,700 Monroe	\$ 59,300 Henderson	\$ 62,500 Bonnell	\$ 69,300 Auto Truck
Plow	\$ 9,900 Linden/Wausaw	\$ 8,400	\$ 9,500 Linden/Wausaw	\$ 10,700 Linden/Wausaw	included
	\$ 147,100	\$ 145,600	\$ 150,300	\$ 154,700	\$ 150,800
LESS TRADE IN VALUE	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
	\$ 134,100	\$ 132,600	\$ 137,300	\$ 141,700	\$ 137,800
If all 3 are awarded together					
TOTAL WITHOUT TRADE-IN	\$ 428,600	\$ 425,600	\$ 432,500	\$ 447,600	\$ 441,500
TOTAL WITH TRADE-IN	\$ 386,600	\$ 383,600	\$ 390,500	\$ 405,600	\$ 399,500
catalog cut sheets	yes	yes	yes	yes	yes
Deviations?	YES: Monroe body	YES: Monroe body	none	UNSURE: BONNELL	none
Green Initiatives?	yes	yes	yes	yes	yes
Certificate of Compliance?	yes	yes	yes	yes	yes
Conflict of Interest?	received	received	received	received	received
COMPLIANT?	Unacceptable due to plow frame deviations	Unacceptable due to plow and plow lift frame deviations	ACCEPTABLE	ACCEPTABLE - but would require more info on dump body and plow frame	ACCEPTABLE - but would require more info on dump body
BIDDER ADDRESS CITY, STATE	TRANS CHICAGO TRUCK GROUP 1000 LARKIN AVE FOLMET, IL 60136	TRANS CHICAGO TRUCK GROUP 1000 LARKIN AVE FOLMET, IL 60136	JX PETERBILT 1000 LARKIN AVE FOLMET, IL 60136	JX PETERBILT 1000 LARKIN AVE FOLMET, IL 60136	
	Primary Bid	ALTERNATE	ALTERNATE	Primary Bid	
TRUCK #1					
Chassis	\$ 89,240	\$ 89,240	\$ 90,659	\$ 90,541.00	
Body	\$ 32,938 Henderson	\$ 32,976 Monroe	\$ 32,938 Henderson	\$ 37,107.00 Bonnell	
	\$ 122,178	\$ 122,216	\$ 123,597	\$ 127,648	
LESS TRADE IN VALUE	\$ 13,000	\$ 13,000	\$ 25,000	\$ 25,000.00	
	\$ 109,178	\$ 109,216	\$ 98,597	\$ 102,648	
TRUCK #2					
Chassis	\$ 89,240	\$ 89,240	\$ 90,466	\$ 91,065.00	
Body	\$ 76,652 Henderson	\$ 54,560 Monroe	\$ 76,652 Henderson	\$ 61,938.00 Bonnell	
Plow	\$ 9,401	\$ 8,301	\$ 9,401 Linden	\$ 10,637.00	
V Box Salt Spreader	included	\$ 17,619	included	\$ 15,575.00	
Pre-Wet System	included	\$ 3,279	included	\$ 4,370.00	
	\$ 175,293	\$ 172,999	\$ 174,519	\$ 183,583	
LESS TRADE IN VALUE	\$ 16,000	\$ 16,000	\$ 25,000	\$ 25,000.00	
	\$ 159,293	\$ 156,999	\$ 151,519	\$ 158,583	
TRUCK #3					
Chassis	\$ 89,240	\$ 89,240	\$ 90,713	\$ 91,795.00	
Body	\$ 59,205 Henderson	\$ 55,637 Monroe	\$ 59,205 Henderson	\$ 62,429.00 Bonnell	
Plow	\$ 9,401	\$ 8,301	\$ 9,401 Linden	\$ 10,637.00	
	\$ 157,846	\$ 153,178	\$ 159,319	\$ 164,861	
LESS TRADE IN VALUE	\$ 14,500	\$ 14,500	\$ 25,000	\$ 25,000.00	
	\$ 143,346	\$ 138,678	\$ 134,319	\$ 139,861	
If all 3 are awarded together					
TOTAL WITHOUT TRADE-IN	\$ 455,317	\$ 448,393	\$ 459,435	\$ 476,094	
TOTAL WITH TRADE-IN	\$ 411,817	\$ 404,893	\$ 384,435	\$ 401,094	
catalog cut sheets	yes	yes	yes	yes	
Deviations?	YES: CHASSIS	YES: CHASSIS & SNOW	none YES	none YES	
Green Initiatives?	yes	yes	yes	yes	
Certificate of Compliance?	yes	yes	yes	yes	
Conflict of Interest?	received	received	received W/Primary	received	
COMPLIANT?	ACCEPTABLE	Unacceptable due to plow and plow lift frame deviations	ACCEPTABLE - Bidder has substituted a Peterbilt 348 cab and chassis with a Paccar PXB diesel engine MEETS/EXCEEDS SPEC	Unacceptable due to plow. Bidder has substituted a Peterbilt 348 cab and chassis with a Paccar PXB diesel engine	

The bidder offering the Best Value to the City is: JX Peterbilt Alternate Bid (The city will utilize the trade-in options.)

The City wishes to thank all bidders for participating in this solicitation. The City recognizes and appreciates the time and effort your firm put into preparing and submitting your proposal. The City invites you to bid on future solicitations which are posted on the city's website at www.wheaton.il.gov/bids.

The City of Wheaton is looking for ways to reduce costs and create better returns for our investments. Please advise the City if you have any suggestions that can provide: cost savings; quality improvements; improved resource utilization; versatility; standardization; modifications in delivery, inventory or consignment practices; value analysis; or other.

bonding company listed on the Department of the Treasury's Listing of Certified Companies http://www.fms.treas.gov/c570/c570_a-z.html. AIA bonds are not acceptable.

- 123.1. Surety must be in compliance with any bond requirements mandated by the State of Illinois.
- 123.2. Payment and Performance Bonds are typically one hundred ten percent (110%) of the full contract price unless depicted otherwise on page one of the solicitation. Performance Bonds are required for: all Public Works projects in excess of \$10,000; the faithful fulfillment of the contract; the payment of all labor, materials and fees for service used in the work; and for the protection of the City from all liens and damages arising out of the work.
- 123.2.1. The successful bidder submits the Performance Bond with the signed contract.
- 123.2.2. Under rare circumstances, a Letter of Credit may be acceptable to the City provided the rating of the Bank at time of contract is acceptable to the City, and the project is not funded by motor fuel tax funds, federal aid funds, or other state funding.
- 123.3. Maintenance Bonds are typically ten percent (10%) of the final contracted price, including all adjustments, change orders and allowances, unless depicted otherwise on page one of the solicitation.
- 123.3.1. Maintenance Bonds are to be submitted upon receipt of final completion and acceptance.
124. All Contract documents, Insurance Certificates, Bond Certificates must be submitted *within 10 days* after receipt of the award document. Work may not proceed until said completed documents, and any other required documents, are received by the Procurement Officer and deemed acceptable.
125. Security Clearance:
- 125.1. Background checks inclusive of finger printing may be required for contractors servicing secured areas. Contractors will submit a list of employees' names, birth dates, and social security numbers to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.
- 125.2. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.
- 125.3. The contractor shall be responsible for all personnel engaged in the work:
- 125.3.1. To ensure that said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas.
- 125.3.2. To ensure that a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas.
- 125.3.3. To ensure that all equipment and personnel do not enter facilities except as required during the progress of the work.
- 125.4. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. *The City must be provided written notice prior to time of replacement.*
126. The successful bidder may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties, which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposal, supplier quotes and rebates, all project related correspondence, and subcontractor and supplier change order files.

PATENTS:

127. The successful bidder agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented

material process, article, or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

OTHER ENTITY USE:

128. Although this solicitation is specific to the City of Wheaton, Bidders have the option of allowing this offer, if awarded by the City to the Bidder, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful bidder and the interested entity/agency mutually agree on the contract terms inclusive of pricing and terms and conditions, both parties may perform business under the authority of this contract.

129. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

SPECIAL CONDITIONS:

130. Wherever Special Provisions are in conflict with conditions stated in these Terms and Conditions, the Special Provisions stated shall take precedence.

PROTESTS:

131. Any bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
132. Protests for bids against the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer *no later than seven calendar days before the date established for the receipt of submittals*.
133. Protests involving the evaluation of
- 133.1. Bid offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than *three business days after bid results are publicly posted*.
- 133.2. Proposals must be submitted in writing to the Procurement Officer *no later than three business days after recommendation to award is publicly posted*.
134. Protests must include
- 134.1. the name and address of the protestor;
- 134.2. appropriate identification of the solicitation
- 134.3. if an award has been initiated, the award documents number, if available,
- 134.4. identification of the procedure that is alleged to have been violated;
- 134.5. precise statement(s) of the relevant facts,
- 134.6. identification of the issue to be resolved;
- 134.7. protestor's argument and supporting documentation;
- 134.8. Exhibits, evidence, or documents to substantiate any claims.
135. A person filing a notice of protest will be required at the time the notice of protest is filed to post a bond in the form of a cashier's check or surety bond in an amount equal to twenty-five percent of the City's estimate of the total volume of the contract, or \$1,000, whichever is less.
- 135.1. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the bidder filing the protest.
- 135.2. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
136. Upon receipt of the notice of protest, the Procurement Officer shall not proceed further with the award of the contract.
137. The Procurement Officer will rule on the protest in writing *within two business days from receipt of protest*.
138. Appeals of the Procurement Officer's decision must be made in writing *within two business days after receipt thereof* and submitted to the City Manager's office for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.

END OF
GENERAL INSTRUCTIONS FOR VENDORS