

# CITY OF PIQUA, OHIO

**Purchasing Department**  
201 W. Water St.  
Piqua, Oh 45356

Date: January 22, 2016

For further information contact:  
**Bev Yount, CPPB/Purchasing Analyst**  
**Phone: 937-778-4002**  
**Email: byount@piquaoh.org**

Your sealed, written bid is requested for: 2016 Refuse Packer Truck per the included bid form and specifications.

Bids must be received in Purchasing Office no later than: 2:00 P.M. Friday, February 5, 2016

Envelopes shall be plainly marked: **IFB 1605 Packer Truck** on left, lower corner of envelope

Envelopes should be addressed as follows: Beverly Yount, CPPB, Purchasing Analyst  
City of Piqua  
201 W. Water St.  
Piqua, OH 45356

User agency: Sanitation Department

Deliver truck to: 201 W. Water St., Piqua, Ohio 45356

Submit signed original bid and two (2) copies of the bid.

**Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.**

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.

**BID to the  
City of Piqua, Ohio  
Purchasing Department**

Reply To I.F.B. 1605-Refuse Packer Truck

No Later Than: February 5, 2016 at 2:00 p.m.

Via mail or hand deliver to Beverly Yount, CPPB, Purchasing Analyst, City of Piqua, 201 W. Water St. Piqua, OH 45356

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein. Note: the following are **DELIVERED** prices.

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1. Truck Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
Truck & Accessories cost: \$ \_\_\_\_\_

2. Packer Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
Packer & Accessories cost: \$ \_\_\_\_\_

3. Trade in value for 2004 Sterling Actera (optional) \$ \_\_\_\_\_  
with New Way Cobra packer body with mileage of 93,000

\*\*Vendors are not required to give us a trade in value\*\*

**Total cost for Truck and Packer combined: \$ \_\_\_\_\_**  
**(without trade-in included)**

**Total cost for Truck and Packer combined: \$ \_\_\_\_\_**  
**(with trade-in included)**

**Approximate delivery after receipt of order: \_\_\_\_\_ days**

Contact Amy Welker, Director of Health and Sanitation, at 937-778-2060 or via e-mail [awelker@piquaoh.org](mailto:awelker@piquaoh.org) with any questions regarding the specifications.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: \_\_\_\_\_% 10<sup>th</sup> Proximo.  
Leave blank if your terms are Net 30 days.

Delivery will be made within \_\_\_\_\_ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Bidding Company: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
(please print or type) Name and Title

Signature: \_\_\_\_\_

Phone No.: \_\_\_\_\_/Fax No.: \_\_\_\_\_

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

Fed. I.D. No.: \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**

It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications.

All bidders shall clearly stipulate the guaranteed delivery date of all items bid; successful bidders failing to meet the delivery date specified incur the risk of cancellation of contract, the delivery date being an important factor in award of the contract.

**MINIMUM SPECIFICATIONS FOR NEW 20 CUBIC YARD REAR LOADING  
REFUSE COLLECTION TRUCK**

It is the intent of these specifications to describe a new 2016 model, cab and Chassis for the mounting of a (20) CUBIC yard refuse collection body. It is required that the unit be completely assembled and made ready for operation and delivered to the City of Piqua.

Any exceptions to, or deviations from the specifications shall be clearly noted and explained in detail on a separate sheet entitled BID EXCEPTION SHEET.

Upon delivery of the unit, the successful bidder shall furnish operation manuals, maintenance manuals, and written warranties covering the unit.

It is required that the unit, as specified herein, shall be completely assembled and adjusted, and that all equipment including standard and optional equipment, be installed on a chassis furnished by others, and the unit made ready for continuous operation. The bidder shall represent by his bid that all equipment to be furnished under this bid is new and unused.

## **CAB AND CHASSIS SPECIFICATIONS**

1. Model: New 2016 model
2. Color: White
3. GVWR: 35,000 lbs. minimum
4. Wheelbase: 210" or less, cab to axle 136" – 150"
5. Engine: Diesel, minimum of 260 HP
6. Transmission: Allison 3000 RDS automatic with PTO provisions of equal performance
7. Suspension: Front minimum – 12,000 lb. axle  
Rear minimum – 23,000 lb. single axle
8. Springs: Extra leaves required with torque rods
9. Exhaust: Vertical muffler and pipe to extend above highest point of the body
10. Fuel tanks: Minimum 50 gallon single fuel tank or dual tanks
11. Batteries: Two, 12 volt 1300 CCA minimum
12. Cab seat: Driver side air suspension / air ride cab  
Passenger: Two man bench seat
13. Mirrors: Heated west coast on each side with eight inch convex
14. Frame: 50,000 PSI high strength steel full width, steel front bumper, two front tow hooks, frame mounted
15. Air brake system: Wabco system saver 1200 heated air dryer with pressure control valve
16. Back-up alarm
17. Alternator: DELCO – REMY AMERICA 100 amp 12 volt or equal
18. Engine block heater: Phillips 110 volt 1000 watt with weather-proof receptacle
19. Gauges, electronic cluster cab mounted: Low oil pressure, high and low coolant temp and level indicator, air pressure
20. Tinted windshield and side glass
21. Tires: Front and rear 11R22.5 14-ply
22. Windshield wipers: Two speed integral with turn signal switch
23. Air conditioner: With integral heater and defroster
24. Steerable air up, air down lift axle with hub pilot wheels and dual low profile tires (one per side)
25. Please include written description of all warranties including term of coverage on all components.

## **SPECIFICATIONS FOR REAR LOADING PACKER BODY**

1. (20) Cubic yard body capable of compacting 800 to 900 lbs. per cubic yard
2. Body construction: Sides, floor, and roof constructed of at least 10 gauge AR 200 steel
3. Hopper capacity: Minimum 3 cubic yard – Hopper sides ¼" AR 200 steel  
Hopper floor ¼" AR 200 steel  
With floor braces
4. Compaction: Total packing cycle time to be no greater than 30 seconds
5. Tailgate: Tailgate shall lock and unlock hydraulically by a single control handle located on front of body or be secured to the body with heavy duty turnbuckles; please state which. Tailgate shall have an extruded rubber gasket seal to provide a watertight seal between the body and the tailgate. Tailgate props shall be included.
6. Hydraulic system: Hydraulic pump is to be 35 GPM minimum at 1300 RPM minimum. The hydraulic oil reservoir shall be equipped with filter breather, oil sight gauge, and shut off valve. Pump shall have a minimum two year warranty.
7. Packing cylinders: Minimum 5-1/2" I.D. double-acting hydraulic cylinders
8. Sweep cylinders: Minimum 4" I.D. double-acting hydraulic cylinders
9. Ejection system: Ejection cylinder shall be telescopic double-acting, designed to withstand maximum packing pressure
10. Power take off: Packer should be capable of automatically packing refuse between stops
11. Controls: Dual levers located curb side with automatic throttle control
12. Lighting: Body lighting shall comply with D.O.T. regulations, LED stop/tail/turn and hopper work lights
13. D.O.T. conspicuity tape to be applied on the side and rear of the body
14. Painting: All components are shot blasted and then primed with a high solid epoxy primer, the top coat will be high gloss acrylic urethane enamel and the finish color will be white
15. Cab mounted LCD color back-up camera
16. Cart tipper: Perkins rotary 6080D – OEM valve and linkage
17. Bidder must provide service technicians who will travel to Piqua, Ohio to work on packer while under warranty.

## Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. **NO VERBAL AGREEMENTS:** The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
  - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
  21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
  22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
  23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
  24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
  25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

**Bidder's List (IFB 1605):**

1. Mr. Jim Leonard  
Worldwide Equipment of Ohio  
5750 Poe Ave.  
Dayton, OH 45414  
(937) 278-5775
2. Mr. John Mercer (jmercerc@palmertrucks.com)  
Kenworth of Dayton  
7740 Center Point 70 Blvd.  
Dayton, OH 45424  
Phone 800-598-6002
3. Peterbilt of Cincinnati  
2550 Annuity Dr.  
Cincinnati, OH 45241  
Phone 513-554-2200
4. Stoops Freightliner  
7800 Center Point 70 Blvd.  
Dayton, OH 45424  
Phone 937-236-4092
5. Bell Equipment Company  
850 Science Blvd.  
Gahanna, OH 43230  
Eric Middlebrook (emiddlebrook@bellequip.com)
6. Mr. Tom McNeil  
Fyda Freightliner Cincinnati, Inc.  
1 Freightliner Dr.  
Cincinnati, OH 45241  
Phone 800-582-5807
7. Valley Ford Truck, Inc.  
5715 Canal Rd.  
Cleveland, OH 44125  
Bobby O'Donnell  
216-524-2400 ext. 116 [bodonnell@valley2.com](mailto:bodonnell@valley2.com)
8. Best Equipment Co., Inc.  
12359 Abbey Rd.  
North Royalton, OH 44133  
George Luce 937-417-7566
9. Mr. Mike Kinstle  
S & S Truck Sales, Inc.  
2600 St. Johns Rd.  
Lima, OH 45804  
Phone 800-354-7946
10. Kinstle Sterling/Western Star  
P.O. Box 1986  
Wapakoneta, OH 45895  
Phone 419-738-9684  
Attn: Dave Hibner
11. Miami Valley Intern'l Trucks  
7655 Poe Ave  
Dayton, OH 45414  
Phone 937-898-3660
12. UCS Waste Equipment Co Inc  
544 S. Broadway  
PO Box 1737  
Dayton, OH 45401  
Phone 800-255-8136
13. Kruis Enterprises, Inc. dba  
Waste Removal Equipment  
4588 State Route 82, Unit A  
Mantua, OH 44255  
John Kruis 330-274-2236  
[johndkruis@gmail.com](mailto:johndkruis@gmail.com)
14. McNeilus Truck & Mfg.  
8997 LeSaint Dr.  
Fairfield, OH 45014  
Troy Herman, 614-519-9616
15. Palmer Trucks  
William B. Evans II  
[bevans@palmertrucks.com](mailto:bevans@palmertrucks.com)