

BID PROPOSAL

**FOR ONE (1) NEW 2014
HEAVY DUTY DUMP BODY PACKAGE**

**ALLEN COUNTY SANITARY ENGINEERING
WASTEWATER COLLECTION DIVISION
ALLEN COUNTY, OHIO**

BID PROPOSAL

FOR

HEAVY DUTY DUMP BODY PACKAGE

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LEGAL NOTICE TO BIDDERS

HEAVY DUTY DUMP BODY PACKAGE

Sealed bids will be received by the Board of Allen County Commissioners in their office at the Court of Appeals Building, 204 N. Main St., Lima, Ohio before 10:00 o'clock a.m. on May 30, 2014, at which time they will be publicly opened and read aloud for the purchase of the Heavy Duty Dump Body Package.

Bid specifications may be picked up at the Allen County Sanitary Engineer's Office, 3230 N. Cole Street, Lima, Ohio between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. All bids shall be on the proposal form furnished by the County, and in accordance with the specifications now on file in the office of the County Commissioners, who reserve the right to reject any or all bids and waive any irregularities in favor of the County. A **non-refundable** payment of **twenty-five** (\$25.00) dollars will be required for each set of specifications taken from the above office. Checks shall be made payable to Allen County Sanitary Engineering Department.

Bids in excess of \$10,000 shall be accompanied by a bid bond or certified check and made payable to the Board of Allen County Commissioners, equal to, but not in excess of five percent (5%) of the bid upon condition that, if the bid is accepted, a contract will be entered into within ten (10) days.

All Bids are to be sealed and addressed to the Allen County Commissioners Office, 204 N. Main St., Lima, Ohio 45801 and marked "Heavy Duty Dump Body Package" on the outside of the envelope.

Advertised: May 16, 2014
May 23, 2014

Kelli Singhaus
Clerk of Court

**ALLEN COUNTY SANITARY ENGINEERING
WASTEWATER COLLECTION DIVISION
ALLEN COUNTY, OHIO**

BID SPECIFICATIONS

**FOR ONE (1) NEW 2014
HEAVY DUTY DUMP BODY PACKAGE**

I. GENERAL STATEMENT OF REQUIREMENTS

It is the intent of these specifications to describe a Heavy Duty Dump Body Package to be installed on a 2014 Freightliner 114 SD Tandem Axle Chassis. Standard equipment and accessories will be those stated in the manufacturer's published literature except when modified to meet these specifications. Standard product items shall be removed only when necessary to install other items in lieu thereof to comply with these specifications. All parts which are not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The unit shall be a current model under standard production by the manufacturer.

Standard product items removed must be stated in the bid. All equipment and components shall be bid new, unused, and the unit is to be serviced and ready for operation upon delivery.

The installed Heavy Duty Dump Body Package when fully loaded, shall be certified not to exceed specifications including axle weights and shall be certified to meet all State, Local, and Federal Department of Transportation Rules and Regulations including road axle weights and load weight limitations with certified documentation when delivered.

Unit shall be complete with all standard safety equipment and shall meet all State, Local, and Federal regulations and safety requirements; and serviced before delivery. Dealer and manufacturer shall provide a one year warranty, parts and labor with service included for machines and attachments supplies. All warranty coverage is to be F.O.B destination.

The complete unit shall be delivered to the Allen County Sanitary Engineering Department within 90 days after bid award. If the bidder fails to deliver the unit within 90 days after the bid is awarded, the bidder agrees to pay \$200.00 per day as liquidated damages for every day beyond delivery date.

All bidders must conform to all of the bid proposal requirements. Nonconformance to the bid proposal requirements will result in rejection of the bid proposal. Each bidder shall be accompanied by a bid bond in the amount of 5% of the bid. Said bid bond shall be in accordance with all applicable statutes.

All bidders shall indicate their compliance with Section 2: General Requirements and Section 3: Detailed Heavy Duty Dump Body Package Specification Requirements by circling either "YES" or "NO" for each item. All "NO" responses must be explained on an attachment. Explanations "NO" responses shall not be statements such as "see specifications", "exceeds specifications" or "not required." Any substitutions must fully state material to be furnished including technical data when applicable on an attached form with the bid. Failure to do so may be used as a basis for rejection of the bid. The right is reserved to determine whether such substitutions are within the intent of the specifications and will reasonably meet the service requirements of the Allen County Sanitary Engineering Department.

Allen County reserves the right to waive any informality in bids at its discretion and reserves the right to reject any and all bids.

II. GENERAL REQUIREMENTS

- Has the Bidder been in the business of installing Heavy Duty Dump Body Packages for at least 5 years? YES NO
- Is the bid a current production model? YES NO
- Provide a list of 5 Municipalities that have purchased a complete installed Heavy Duty Dump Body Package from bidder. YES NO
- Bidder has enclosed manufacturer's literature, specifications and pertinent information concerning this bid? YES NO
- Bid proposal was filled out thoroughly and all pertinent information requested was provided, and any substitution explained. YES NO

III. DETAILED SPECIFICATION REQUIREMENTS HEAVY DUTY DUMP BODY PACKAGE

- 15' long X 84" wide (inside dimensions). YES NO
- 44" side height - 54" head - 52" tailgate. YES NO
- 14.26 - 16.85 cubic yard capacity. YES NO

➤ 10GA. hi-tensile steel sides and front.	YES	NO
➤ 3/16" hi-tensile steel floor with 12" side-to-floor bevel plate reinforcements.	YES	NO
➤ Crossmemberless understructure.	YES	NO
➤ 10" fully boxed trapezoidal 3/16" formed steel longsills dirt shedding full length rub rails.	YES	NO
➤ Boxed top rails with side board pockets and pocket depth rough sawn oak wood side boards and center board pockets.	YES	NO
➤ Front corner post, full depth rear corner post with full width rear bolster.	YES	NO
➤ Streetside front corner 3-step folding ladder with grab handle.	YES	NO
➤ Full length boxed horizontal side brace - one (1) each side.	YES	NO
➤ Three panel, 3/16" hi-tensile steel air release operated rear tailgate with in cab control.	YES	NO
➤ Overcenter operated 12" X 18" coal door in tailgate, 10" bolt-on stone apron constructed of 1/4" steel full width of bed, in cab console mounted controls.	YES	NO
➤ Federal standard required #108 lights and reflectors.	YES	NO
➤ Safety amber strobe lights:		
• Two (2) ECCO #3810 amber oval strobe heads mounted to cab shield, ends in steel boxes set in rubber grommets facing toward the rear.	YES	NO
• Two (2) ECCO #3810 amber oval strobe heads recessed into rear corner post and set in rubber grommets.	YES	NO
• ECCO #15-00035-E, 39" wide "streetlazer" amber "LED" lightbar - cab roof mounted with switch in cab, in console.	YES	NO
➤ Rubber mud flaps.	YES	NO

➤ Full radius poly fenders around both tandem axles.	YES	NO
➤ 1/2" thick steel plate rear tow hitch welded-and-reinforced to chassis frame with #PH20 (20 ton pintle hook), chain lashing rings, and both 7-way RV and 7-way tractor trailer plugs.	YES	NO
➤ Furnish and install air glad hands to rear hitch plate.	YES	NO
➤ Electric brake control.	YES	NO
➤ Primed and painted one single color, per owner's choice, on exterior - black underside.	YES	NO
➤ Single acting front telescopic hoist.	YES	NO
➤ Power up and gravity down.	YES	NO
➤ Single 6" cylinder, three stage with 130" stroke.	YES	NO
➤ 40.0 tons rated approximate lifting capacity.	YES	NO
➤ Allison #4000 series automatic mounted "hot shift" PTO with direct mount air operated hydraulic pump.	YES	NO
➤ Safety body prop.	YES	NO
➤ Hoist assembly painted standard color - black.	YES	NO
➤ Installed on 2014 freightliner 114SD tandem axle chassis.	YES	NO

FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS
County of Allen)

Proposal Identification _____

Contractor _____

Being first duly sworn, deposes and says that he

(sole owner, a partner, president, secretary, etc.) of

the party making the foregoing proposal that such Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Proposal is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal 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 fix any overhead, profit, or cost element of such Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; and, further, that said Bidder has not, directly or indirectly, submitted his Bid price or any breakdown thereof, 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:

Title

Subscribed and sworn to before me this _____ day of _____, 2014

Seal of Notary

BID GUARANTY AND CONTRACT BOND

(Complete if Submitting a Bond)
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal and _____

(Name and Surety)

_____ as Surety, are hereby held firmly bound unto the Board of Allen County Commissioners, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as HEAVY DUTY DUMP BODY PACKAGE.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid on the above referred project;

NOW, THEREOF, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed five (5%) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed five (5%) percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of

the Contract, enters into a proper Contract in accordance with the bid, plans, details, specifications, and bills of material, which said Contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract According to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the work or to the Specifications.

SIGNED AND SEALED this _____ day of _____, 2014.

PRINCIPAL:

SURETY COMPANY ADDRESS:

BY: _____

Street

TITLE: _____

City State Zip

SURETY AGENT'S ADDRESS:

SURETY: _____

Agency Name

Street

BY: _____
Attorney-in-Fact

City State Zip

ALTERNATE BID GUARANTY

(To Be Filled Out if Certified Check,
Cashiers Check or Letter of Credit
For Bid Guaranty is Submitted)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as Principal and are hereby held and firmly bound unto the Board of Allen County Commissioners, for the penal sum of _____ Dollars (\$ _____) (5 percent of bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, and executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE ATTACHED PROPOSAL OF

for the project known as **HEAVY DUTY DUMP BODY PACKAGE, ALLEN COUNTY, OHIO**, is accepted and the Contract awarded to the above-named Bidder, and the said Bidder shall, within ten (10) days after notice of such an award, enter into a Contract in writing, with the Board of Allen County Commissioners, for the work bid upon, and shall secure the performance of same by bond or with surety or sureties to be approved by the Board of Allen County Commissioners, for the faithful performance of said Contract, then this obligation shall be null and void; otherwise to be full force and virtue.

Signed this _____ day of _____, 2014.

Principal

Attached certified check, cashiers check or letter of credit from an established financial institution made payable to the Board of Allen County Commissioners.

AGREEMENT

HEAVY DUTY DUMP BODY PACKAGE ALLEN COUNTY, OHIO

This Agreement, made this ____ day of ____, 2014 by _____, hereinafter called the "Contractor", and the Board of Allen County Commissioners, hereinafter called the "Owner".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the HEAVY DUTY DUMP BODY PACKAGE.
2. The Contractor will furnish all of the equipment and other services necessary for the completion of the equipment described in the CONTRACT DOCUMENTS.
3. The Contractor will commence the work required by the CONTRACT DOCUMENTS within ten (10) days after the date specified in the Notice of Award, and to deliver the equipment within 90 days. There shall be a \$50.00 per day penalty assessed by the Owner to the Contractor for each day exceeding the time limit set to deliver the equipment. The Owner will have the option to waive the penalty depending upon the cause for not completing the work by the date specified.
4. The Contractor agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____.
5. The term CONTRACT DOCUMENTS means and includes the following:
 - a. Legal Notice to Bidders
 - b. Bid Specifications
 - c. Bidder Verification Submitting Requirements
 - d. Certification of Personal Property Tax
 - e. Form of Non-Collusion Affidavit
 - f. Bid Guaranty and Contract Bond
 - g. Alternate Bid Guaranty
 - h. Agreement
 - i. Notice of Award
 - j. Notice to Proceed
6. The Owner will pay the Contractor within thirty (30) days following delivery and final acceptance of the equipment.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors,

administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and executed this Contract the day and year first above written.

Witnessed by:

Board of Allen County Commissioners

By: _____

Title

Allen County Sanitary Engineering Dept.

Contractor

Address

By: _____

Title

Approved as to form:

Allen County Prosecutor

I hereby certify that the funds necessary to meet the terms and conditions of this Agreement have been lawfully appropriated or authorized or directed for said purpose and is in the Treasury or in the process of collection, to the credit of the fund designated for this purpose, free from any previous or now outstanding obligations or certificates.

Signed this ____ day of ____, 2014.

Allen County Auditor

P.O. #

NOTICE OF AWARD

To: _____

Date: _____

Project Description: Heavy Duty Dump Body Package

The Owner has considered the BID dated _____, 2014 submitted by you for the above described WORK in response to its Advertisement for BIDS and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2014.

Owner: Board of Allen County Commissioners

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this
the _____ day of _____, 2014.

By : _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

Project Description: Heavy Duty Dump Body Package.

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2014 on or before _____, 2014. The date of completion of all WORK is _____, 2014. (90 days)

Dated this _____ day of _____, 2014.

Owner: Board of Allen County Commissioners

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 2014.

By: _____

Title: _____