

**RESOLUTION 2017-087      PASSED: JULY 10, 2017**

**AUTHORIZING A PURCHASE ON A STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PUBLIC TRANSIT VEHICLE STATE BID PRICE CONTRACT WITH MIDWEST TRANSIT EQUIPMENT, INC. FOR THE PURCHASE OF 11 LIGHT-DUTY AND MEDIUM-DUTY PARATRANSIT BUSES IN AN AMOUNT NOT TO EXCEED \$887,190.**

**WHEREAS**, the City of DeKalb is the fiscal agent for all federal and state grant funds allocated to the DeKalb metropolitan region; and

**WHEREAS**, the City purchases public transit buses and minivans with federal grant funds provided for public transportation in the DeKalb metropolitan region; and

**WHEREAS**, the majority of the public transit fleet owned by the City of DeKalb and leased to the Voluntary Action Center to provide public transit has exceeded their useful lives; and

**WHEREAS**, the City has been awarded \$887,190 in FTA 5307 Grant IL-90-X735-01 for the purchase of replacement vehicles for the existing 11 paratransit buses; and

**WHEREAS**, the City is authorized to purchase the required public transit vehicles on the State of Illinois Department of Transportation Consolidated Vehicle Procurement program contracts with Midwest Transit Equipment, Inc.; and

**WHEREAS**, the DeKalb Sycamore Area Transportation Study Policy Committee City has approved the purchase of 11 paratransit buses from Midwest Transit Equipment, Inc. at the June 14, 2017, meeting; and

**WHEREAS**, the City Purchasing Manual Section III allows for purchases on State of Illinois competitively bid contracts.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**Section 1:** That the Mayor be authorized to sign an agreement with Midwest Transit Equipment, Inc. for the purchase of designated public transit vehicles on State of Illinois contract #22028768 for light-duty and medium-duty paratransit buses with Midwest Transit Equipment, Inc. substantially in the format attached hereto as Exhibit A, subject to such changes as shall be acceptable to him.

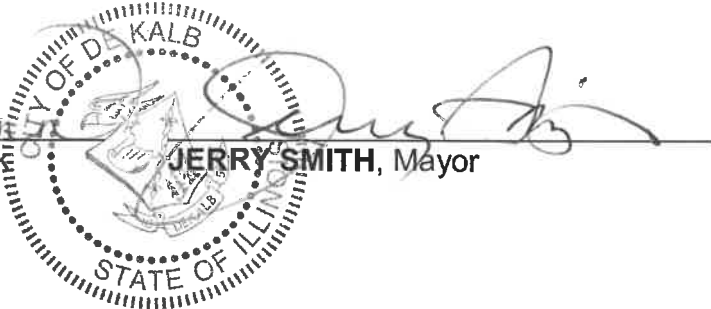
**Section 2:** That the Public Works Director be authorized to approve any change orders or other official business relating to this purchase, subject to any budget restrictions and the not-to-exceed price included herein.

**Section 3:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10th day of July, 2017, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

**ATTEST:**

  
SUSANNA HERRMANN, City Clerk



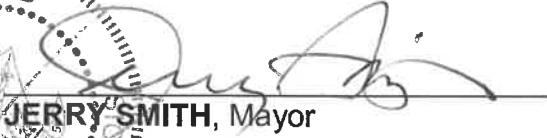
  
JERRY SMITH, Mayor

Exhibit A

RETAIL ORDER FOR A MOTOR VEHICLE

DATE: MAY 18, 2017

SELLER: MIDWEST TRANSIT EQUIPMENT INC.  
146 W. ISSERT DR.  
KANKAKEE, IL 60901

PHONE NUMBER: 815-933-2412

PURCHASER: CITY OF DEKALB  
200 S. 4<sup>TH</sup> ST  
DEKALB, IL 60015  
CONTACT: BRIAN DICKSON

PHONE NUMBER: 815.748.2367

Please enter my order for the following vehicles per State of Illinois contract # 22028768:

FIVE (5) 12 PASSENGER LIGHT DUTY PARATRANSIT BUSES @ \$54,708.00 ea. = \$273,540.00  
SIX (6) 14 PASSENGER MEDIUM DUTY PARATRANSIT BUSES @ \$58,167.00 ea. = \$349,002.00

TOTAL AMOUNT \$622,542.00

Price does not include delivery to buyer. Unit is to be picked up at Midwest Transit Equipment in Kankakee, IL. Price does not include any applicable taxes or license and title fees.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY SELLER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

The two pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the second page and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

**THIS ORDER IS A BINDING CONTRACT AND IS NON-CANCELABLE.**

ACCEPTED BY: CITY OF DEKALB

 7-10-17  
PURCHASER'S SIGNATURE DATE

Jerry Smith  
PRINT NAME

Mayor  
TITLE

ACCEPTED BY: MIDWEST TRANSIT EQUIPMENT INC.

 7-14-17  
SELLERS AUTHORIZED REPRESENTATIVE DATE

THOMAS BOLDWIN  
PRINT NAME

Director of Sales  
TITLE

RETAIL ORDER FOR A MOTOR VEHICLE, CONTINUED

MOTOR VEHICLES

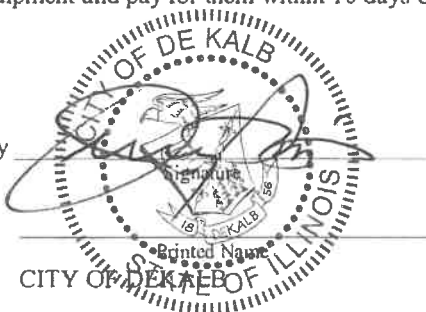
ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchases by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.
3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
4. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.
5. **FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**  
  
**USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
8. The purchaser agrees to take possession of equipment and pay for them within 10 days of notice that the equipment is ready for delivery.

Terms and conditions read, understood and agreed to by \_\_\_\_\_

, Date: \_\_\_\_\_

7-10-17



## CONTINUING DISCLOSURE FOR CONTRACTORS AND SUBCONTRACTORS WITH MULTI-YEAR CONTRACTS

The Illinois Procurement Code requires that every person that has entered into a multi-year contract in excess of \$50,000 and every subcontractor with a multi-year subcontract in excess of \$50,000 shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the certification requirements of Article 50 pertaining to eligibility for a contract award. 30 ILCS 500/50-2. To view the certifications and additional requirements of Article 50 [click here](#).

If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. In addition to the explanation, new financial disclosure forms and certification statements may be required. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the the Illinois False Claims Act for submission of a false claim.

Find a full copy of the Illinois Procurement Code at <http://www.ilga.gov/legislation/ilcs/>.

### NOTE TO PRIME CONTRACTORS USING SUBCONTRACTORS:

If you are a prime contractor using one or more subcontractors, you are required to have each of your subcontractors, not registered in the Illinois Procurement Gateway, who has a multi-year subcontract in excess of \$50,000 complete this form. Please return completed forms to your agency procurement officer.

### 1. CONTRACT INFORMATION


Illinois Procurement Bulletin reference number	22028768
Agency Contract Number	16-99962
Agency Name	DOT - Transportation
Vendor Name	Midwest Transit Equipment, Inc.

This form is submitted by the: (Check one)  Prime Contractor  Subcontractor

Contract Start Date	June 11, 2013	Contract End Date	June 16, 2018
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### 2. CERTIFICATION - NO CHANGE IN CERTIFICATION STATUS

I certify as legal representative of the contracting Vendor that Vendor continues to satisfy the Illinois Procurement Code's certification and/or other requirements found in 30 ILCS 500/50. Original or copy of handwritten signature is required

Vendor Signature		Date	July 6, 2016
Vendor Printed Name	THOMAS D. BOLDWIN	Title	DIRECTOR OF GOV'T SALES

### 3. CERTIFICATION - CHANGE IN CERTIFICATION STATUS

I certify as legal representative of the contracting Vendor that Vendor no longer meets the the Illinois Procurement Code's certification and/or other requirements found in 30 ILCS 500/50. I have provided below a detailed explanation (and attached additional pages as necessary) of the circumstances leading to the change in certification status. Original or copy of handwritten signature is required

Vendor Signature		Date	
Vendor Printed Name		Title	

### 4. EXPLANATION FOR CHANGE IN CERTIFICATION STATUS (attach additional pages as necessary)



# Illinois Department of Transportation

## Division Of Public And Intermodal Transportation Consolidated Vehicle Procurement Program

### Specification Summary—Light-Duty Paratransit Vehicle

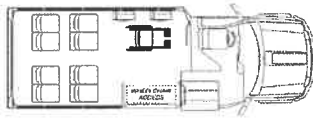
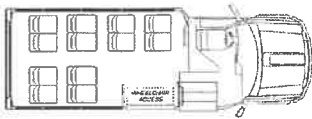
**General Description:** Vehicle body is constructed on a commercial cut-away van chassis. Vehicle is approximately 22 feet in length and designed to carry 12 passenger seats, or up to 4 wheelchair locations. Interior flooring is flat with no wheelwell protrusions.



**Operator of this vehicle is not required to have a Commercial Driver's License (CDL)**

**Standard Configured Vehicle:**

- Wheelchair/Mobility Aid Lift; 1,000lb. capacity
- Seated Capacity Standard Vehicle:  
Transit quality padded vinyl upholstered seats.
  - 12 seated passengers, with up to 4 Wheelchair/Mobility Aid secured locations with varying number of seated passengers depending on configuration
  - Seat belts for each seated passenger
  - Four-point wheelchair securement system
  - Driver operated electric front transit type passenger door
  - OEM power driver's seat



**General Dimensions:** Length, overall: 268 inches  
 • Wheelbase: 158 inches • Width, overall: 96 inches  
 • Height, overall: 117 inches, excluding roof hatch • Aisle width: 16 inches, minimum • Interior headroom: 72 inches

**Engine:** Gas fueled 5.4L, 255 HP with engine block heater  
 • Optional CNG/LPG make-ready equipment available\*

**Transmission:** Fully automatic with overdrive

**Electrical System:** Heavy-duty dual battery system  
 • High output alternator

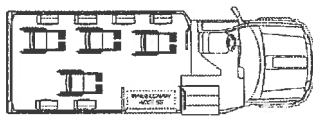
**Standard Features:** Power hydraulic brakes • Power steering  
 • Fuel tank capacity min. 33 gallons • Front and rear high capacity A/C and heaters • Roof ventilator/Emergency escape hatch • Tinted glass  
 • Heated remote side mirrors • Backup warning system • Rear help bumper  
 • AM/FM stereo radio

**Mobile Radio:** No provisions for user provided and installed two-way mobile radio

**Safety Equipment:** First aid kit • Body fluid clean-up kit • 5-lb. fire extinguisher  
 • Emergency road kit • Rear emergency exit • Side window emergency exits

**Vehicle Colors:** Exterior: Standard OEM white • Seats: Gray transit vinyl  
 • Floor: Dark gray • Ceiling: White

**Public Transit Options:** Farebox support • Fixed route ADA provisions • Camera security system  
 • PA system • Destination signs



**Warranty Information:** Standard OEM chassis warranty; body conversion warranty 12 months/12,000 miles



Exhibit C

# Illinois Department of Transportation

## Division Of Public And Intermodal Transportation Consolidated Vehicle Procurement Program

### Specification Summary—Medium-Duty Paratransit Vehicle

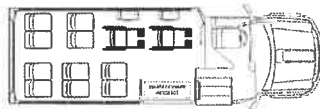
**General Description:** Vehicle body is constructed on a commercial cut-away van chassis. This vehicle is approximately 24 feet in length and designed to carry 14 passenger seats, or up to 5 wheelchair positions. Interior flooring is flat with no wheelwell protrusions. This vehicle can be used for fixed route service if fixed route options are purchased.

**Operator of this vehicle is not required to have a Commercial Driver's License (CDL)**



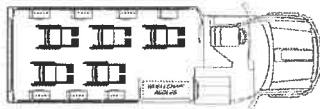
**Standard Configuration Vehicle:**

- Wheelchair/Mobility Aid Lift; 1,000lb. capacity
- Seated Capacity Standard Vehicle:  
Transit quality padded vinyl upholstered seats
  - 14 forward-facing seated passengers, convertible to a maximum of 5 Wheelchair/Mobility Aid secured locations with varying number of seated passengers depending on configuration
  - Seat belts for each seated passenger
  - Four-point wheelchair securement system
  - Driver operated electric front transit type passenger door
  - OEM power driver's seat



**General Dimensions:** Length, overall: 290 inches, maximum

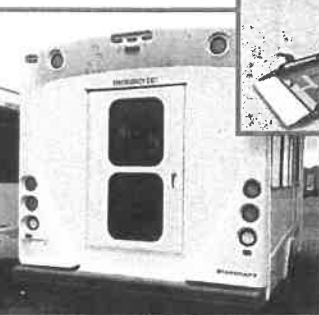
- Wheelbase: 158 inches • Width, overall: 96 inches
- Height, overall: 117 inches, excluding roof hatch • Aisle width: 16 inches, minimum • Interior headroom: 72 inches



**Engine:** Minimum 6.0L gasoline engine standard with block heater • Optional diesel engine available\* • Optional CNG/LPG make-ready equipment available\*

**Transmission:** Fully automatic with overdrive

**Electrical System:** Heavy-duty dual battery system  
• High output alternator



**Standard Features:** Power hydraulic brakes • Power Steering  
• Fuel tank capacity min 33 gallons • Front and rear high capacity A/C and heaters • Roof ventilator/Emergency escape hatch • Tinted glass  
• Heated remote side mirrors • Backup warning system  
• Rear help bumper • AM/FM stereo radio

**Mobile Radio:** No provisions for user provided and installed two-way mobile radio

**Safety Equipment:** First aid kit • Body fluid clean-up kit • 5-lb. fire extinguisher  
• Emergency road kit • Rear emergency exit • Side window emergency exits

**Vehicle Colors:** Exterior: Standard OEM white • Seats: Gray transit vinyl • Floor: Dark gray  
• Ceiling: White

**Public Transit Options:** Farebox support • Fixed route ADA provisions • Camera security system  
• PA system • Passenger signal system • Destination signs

**Warranty Information:** Standard OEM chassis warranty; body conversion warranty 12 months/12,000 miles