

DeKalb County
200 N. Main St. Sycamore, IL 60178

INVITATION FOR BIDS (IFB)

PARATRANSIT VEHICLES IFB #2023-Para-Transit Vehicles

DUE THURSDAY August 31, 2023
11:00 A.M. (Central Time)

ATTENTION: INTERESTED BIDDERS

The terms and conditions of this IFB shall conform to the Illinois Department of Transportation rules, regulations and statutory requirements.

Please read this IFB carefully and completely. Failure to follow instructions, or failure to submit the required information and/or documents, may result in rejection of the bid in its entirety.

NOTICE TO BIDDERS
INVITATION FOR BID / IFB #2023-ParaTransit Vehicles

DeKalb County is soliciting bids from qualified companies for the supply of a minimum of (1) and a maximum up to (7) paratransit vehicles. The bid will be evaluated on the lowest price given that meets the specifications.

SEALED BIDS MUST BE SUBMITTED TO FINANCE OFFICE, LOCATED AT THE DEKALB COUNTY OFFICE BUILDING AT 200 N. MAIN ST. SYCAMORE, IL 60178, IN A SEALED ENVELOPE MARKED: “IFB #2023-ParaTransit Vehicles” NO LATER THAN 11:00 A.M. (CENTRAL STANDARD TIME) ON THURSDAY, AUGUST 31, 2023. Failure to submit a bid in a properly marked package may eliminate the bid from consideration.

BIDS WILL BE OPENED AT 12:00 NOON ON THURSDAY, AUGUST 31, 2023, at 200 N. MAIN ST. SYCAMORE, IL 60178,

IFB documents containing specifications may be obtained from DeKalb County on or after Tuesday, August 1, 2023, by downloading the IFB from DeKalb County’s website at <https://dekalbcounty.org/government/invitation-to-bid/>).

1. Any contract or purchase order resulting from these Bids is subject to financial assistance contracts between DeKalb County and the Illinois Department of Transportation. This project is funded, in full or in part, by the Illinois Department of Transportation, Division of Public and Intermodal Transportation.
2. The successful bidder will be required to comply with all applicable Equal Employment Opportunity laws and regulations.
3. All bidders must review and act in full compliance with the “DEKALB COUNTY PROCUREMENT ORDINANCE”, which is found at <https://dekalbcounty.org/wp-content/uploads/2018/11/ord-policy-procurementfederalstategrants.pdf> Failure to review and adhere to any rules under the policy can lead to a bid being found nonconforming.
4. Bidders must register and possess a valid public contracts eligible bidder number from the Illinois Department of Human Services (IDHR) in order for a bid to be considered.
5. The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation and the DeKalb County Board of Directors.
6. The contract(s) will be awarded to the lowest responsive, responsible bidder(s) meeting specifications contingent upon approval by the Illinois Department of Transportation.
7. All bid prices must include all delivery and dealer prep charges.

8. The bid shall not include taxes for which we are exempt. DeKalb County is exempt from federal excise and transportation taxes. DeKalb County is also exempt from payment of Illinois Sales Tax. The County's Tax Exemption ID number is E99976196.
9. Any variation of alternative piece of equipment that varies from the specifications should be noted and include any cost difference. Any alternative offered must be acceptable to DeKalb County.
10. Delivery shall be no later than 180 calendar days from the date the order is placed. The County of DeKalb reserves the right to cancel the order should the vehicle or vehicles not be available to DeKalb County within the above stated 180 days.
11. DeKalb County will not be responsible for any expenses incurred by the Vendor in preparing and submitting bids. Bidder understands that all bid documents submitted to the County may be disclosed pursuant to the Freedom of Information Act.
12. Bid Packages shall conform to the following:
 - a. The Bidder must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the bid to be valid.
 - b. All variations to the stated specifications must be described in detail.
 - c. All pricing information submitted in the bid shall be honored for (90) ninety days from the time of bid submittal. All bids submitted shall be considered firm offers.
 - d. All Bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.
 - e. The failure of a Bidder to promptly supply information requested in this Notice to Bidders or other information subsequently requested, may result in the Bidder being eliminated from consideration.
13. DeKalb County intends to award this contract to the lowest responsive and responsible bidder that is in compliance with all specifications, terms and conditions contained herein.

**SCHEDULE FOR SUBMISSION OF BIDS
FOR
PARATRANSIT VEHICLES**

DATE	Description
August 1, 2023	Issue Legal Notice/Invitation for Bids
August 10, 2023	Last day for bidders to submit written questions or request clarifications
August 17, 2023	Last day for DeKalb County to respond to bidder's written questions or request for clarifications
August 31, 2023	Bids Due no later than 11:00 A.M. Central Time
September 7, 2023	DeKalb County will approve bid award and forward to IDOT for pre-award concurrence. DeKalb County, barring any unforeseen delays, will make an award within sixty (60) calendar days after the bid opening. Barring any unforeseen delays, DeKalb County shall issue the notice no more than 30 days after award.

**SECTION I
SCOPE OF WORK AND TERMS**

1. GENERAL INFORMATION

NOTICE: Facsimile, electronic and/or digital bid submittals will NOT be accepted.

DeKalb County, Illinois (DeKalb County) is soliciting bids from qualified companies for the supply of paratransit vehicles as outlined in Section IV. The bid will be evaluated based on the lowest Responsive and Responsible bid meeting specifications. DeKalb County reserves the right to increase or decrease the number of items purchased due to available funding.

Bids that do not conform to the procedures, format or content requirements written into this IFB shall be deemed nonresponsive and may be disqualified. DeKalb County reserves the right to accept or reject any bids, all bids or any part of any bid.

Contact Information:

DeKalb County
Attn: Robert Miller
200 N. Main St. Ste 210
Sycamore, IL 60178
rmiller@dekalbcounty.org

For questions about the solicitation, contact Robert Miller at the above location. Questions and/or clarification requests MUST be sent in writing via email no later than the date shown on the Bid Schedule. The response to these questions and/or clarification requests will be posted as an addendum to the Invitation for Bids on our website no later than the date shown on the Bid Schedule. All bidders will be responsible for ensuring they have read and incorporated any addendums that may necessarily be posted.

Any supplier wishing to submit a bid for equipment under this solicitation must be registered with the Illinois Department of Human Rights (IDHR) and supply their IDHR number on the bid forms contained in this package. For information concerning eligibility please refer to <http://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

DeKalb County is a local government and is a tax-exempt entity.

2. DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the IFB and/or purchase order / contract documents, the following words and terms shall have the meanings indicated.

<i>Acceptance / Accepted</i>	Written documentation of DeKalb County's determination that the Contractor's work has been completed in accordance with the IFB, purchase order / contract
<i>Addendum / Addenda</i>	Written additions, deletions, clarification, interpretations, modifications, or corrections to the solicitation documents issued by DeKalb County during the solicitation period and prior to contract award.
<i>Bidder / Offeror</i>	Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid to perform or provide the specified goods or services.
<i>Contractor</i>	Contractor shall mean a person or entity who, as part of an independent business, becomes obligated to provide goods and/or services for a price
<i>Responsive</i>	A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation to bid.. When the bid is received, it is either responsive or non-responsive based upon its own merit.
<i>Responsible</i>	A person who has the capability in all respects to fully perform the contract requirements, and the experience, personnel, integrity, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance.
<i>Work</i>	Everything to be provided and performed for the fulfillment of the purchase order / contract and shall include all goods and services specified under this IFB, including contract amendments and settlements.

3. SCOPE OF WORK

DeKalb County is soliciting bids from qualified companies for the supply of a minimum of 1 and a maximum up to 7 PARATRANSIT VEHICLES. The specifications are outlined in Section IV. The purchase order / contract shall be firm, fixed price for each item. The bid will be evaluated based on the lowest Responsive and Responsible bid meeting specifications. DeKalb County reserves the right to revise the number of vehicles purchased due to available funding.

4. APPROVED EQUAL

Unless the term "no substitute" is used, DeKalb County's reference to a brand name, manufacturer, make, or catalogue designation in describing an item in this IFB does not restrict the Bidder to that

brand or model, etc. DeKalb County may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, the Bidder is required to furnish the exact item described unless an “approved equal” has been approved and is clearly noted and described in the bid.

5. WARRANTY

No less than the manufacturer’s most favorable warranty offered to commercial customers in the normal course of business shall apply. A copy of such warranty shall be furnished to DeKalb County upon delivery of product(s). The warranty SHALL NOT begin until product(s) has been received, inspected, tested, and accepted by DeKalb County.

The warranty, with respect to replaced products and services or parts thereof, shall be equal in duration to the terms of the original warranty and shall run from the date of delivery and acceptance of the corrected or replaced product or service or parts thereof.

6. BID OPENING AND AWARD OF CONTRACT

Bids will be opened publicly at the date and time specified in the Schedule, however there will be no immediate award of the purchase agreement. Bid summaries may be made available to Bidders after the bid award date upon request. Award will be made to the lowest responsive and responsible Bidder selected from among those who submit valid bids in response to the IFB.

7. METHOD OF PAYMENT

The Contractor shall submit an invoice for payment at the time of delivery, but no later than 30 days after delivery. Payment will be made within 30 days of DeKalb County’s acceptance of the equipment. The maximum compensation to be paid shall be the bid amount, plus or minus changes approved by DeKalb County.

8. ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

9. CONTRACT PERIOD

The contract(s) resulting from this IFB shall begin at the time of award notification(s) and all equipment procured through this solicitation shall be delivered as soon as available.

10. DELIVERY / INSTALLATION SCHEDULE

The paratransit vehicles purchased through this IFB shall be delivered to:
200 N. Main St.
Sycamore, IL 62801

Delivery location and time shall be coordinated with the Director of Operations and shall occur between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. No equipment will be accepted unless complete with the following documents:

- A. Bill of Sale
- B. Owner’s Manual
- C. Warranty Certificate if not included in Owner’s Manual

11. ASSUMPTION OF RISK OF LOSS

The Contractor shall assume all risk of loss of any equipment delivered in unsatisfactory condition to DeKalb County property and pursue remediation with the shipper.

12. COST OF BIDS

DeKalb County is not liable for any costs incurred by Bidders in the preparation, presentation, testing, or negotiation of Bids submitted in response to this solicitation.

13. INDEMNIFICATION

The Bidder agrees to indemnify and hold harmless DeKalb County, its directors, officers, agents and employees from and against all liabilities, demands, claims, damages, suits or judgments, including attorneys' fees and other costs and expenses incident thereto because of harm, injury or death to persons or loss, damage or destruction to property, including the property of DeKalb County, the Bidder and third persons, resulting from a breach of contract or the negligence of the Bidder or its directors, officers, agents or employees while such person is acting within the scope of this purchase agreement.

14. ASSIGNMENT

Neither the agreement in total nor any portion of the agreement between the Bidder and DeKalb County may be assigned to any other firm by the Bidder without prior approval by DeKalb County.

15. AWARD

Award of this purchase agreement is contingent upon approval by the DeKalb County Board of Directors and/or the Illinois Department of Transportation. No additional purchase agreement terms and/or conditions may be added by the Bidder to its response.

This purchase agreement shall supersede all previous communications, representations or agreements, either oral or written, between parties. The purchase agreement should not be construed in favor of or against any party. The delivery period, as affirmed in the awarded purchase agreement may be amended, modified or terminated ONLY in writing, signed by each of the parties hereto.

16. BASIS OF AWARD

Each Bidder will submit a BEST AND FINAL PRICE for the equipment described herein. The award of a firm, fixed price purchase agreement(s) shall be made ONLY to the lowest responsive and responsible bidder(s).

17. LACK OF FUNDS

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the completion of this Contract or in any amendment hereto, DeKalb County may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with DeKalb County's rights to terminate for convenience or default.

18. PROTEST PROCEDURES

Protests must be filed in writing within five (5) working days of the award notification. All protests must contain the following information: 1) Name of protester; 2) Solicitation number; 3) Statement of grounds for protest; 4) all supporting documentation. All protest documents should be sent to the Offices of DeKalb County, 200 N. Main St. Sycamore, IL 60178.

DeKalb County will review the Bidder's protest and make a determination. The protesting Bidder as well as all other registered Bidders will be notified by certified mail of the DeKalb County's decision within five (5) working days of receipt of the protest.

If the protesting Bidder wishes to appeal the DeKalb County's decision, he/she must file an appeal in writing to the Chairman of the Board of Directors at the address given above within five (5) working days of initial decision. The Board of Directors will decide on the appeal at its first regularly scheduled meeting following the receipt of the appeal.

The Illinois Department of Transportation will entertain a protest of this final decision only under the following three conditions: 1) if the grantee failed to have or to follow its protest procedures; 2) if the grantee failed to review a complaint or protest; and 3) if data becomes available that was not previously known, or there has been an error of law or regulation. These protest procedures will be followed unless the individual specifications/bid package indicates otherwise.

SECTION II
BID SUBMISSION INSTRUCTIONS

The Bidder is asked to submit one (1) original and one (1) copy of bid package in a SEALED ENVELOPE with the name and address of Bidder clearly visible. **BIDS SHALL NOT BE SUBMITTED BY FACSIMILIE OR OTHER ELECTRONIC TRANSMISSION.**

Bids shall be received at DeKalb County's Finance Office located at 200 N. Main St. Ste 210 Sycamore, IL 60178, no later than Thursday August 31, 2023, at 11:00 a.m. Central Time. Bids received after this date and time shall not be considered for award. The bids will be publicly opened shortly thereafter on Thursday, August 31, 2023, at the DeKalb County Legislative Building, 200 N. Main St. Sycamore, IL 60178.

Both the SEALED bid envelope and the mailing envelope shall be clearly marked as follows:

IFB #2023-ParaTransit Vehicles

Attn: Robert Miller

Failure to submit a bid in a properly marked package may eliminate the bid from consideration. DeKalb County shall NOT be responsible for the unintentional premature opening of a bid that has not been properly addressed and identified per the instructions included with this IFB.

**SECTION III
ADDITIONAL DISTRICT, STATE AND FEDERAL CLAUSES**

STATE OF ILLINOIS AND FEDERAL REQUIRED CLAUSES

1. COMPLETE SCOPE

DeKalb County is soliciting bids from qualified companies for the supply of (1) and up to a maximum of (7) PARATRANSIT VEHICLES. The specifications for the vehicles are outlined in Section IV. The purchase order / contract shall be firm, fixed price for each item. The bid will be evaluated based on the lowest Responsive and Responsible bid meeting specifications. DeKalb County reserves the right to increase or decrease the number of items purchased due to available funding.

2. TERMINATION

DeKalb County may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to DeKalb County, the Contractor will account for the same, and dispose of it in the manner the DeKalb County directs.

3. LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. METHOD OF PAYMENT

The Contractor shall submit an invoice for payment at the time of delivery, but no later than 30 days after delivery. Payment will be made within 30 days of DeKalb County's acceptance of the equipment. The maximum compensation to be paid shall be the bid amount, plus or minus changes approved by DeKalb County.

5. DELIVERY AND CONTRACT PERIOD

The contract(s) resulting from this IFB shall begin at the time of award notification(s) and all equipment procured through this solicitation shall be delivered no later than **August 31, 2024**.

6. FINANCIAL ASSISTANCE ACKNOWLEDGEMENT

Contracts resulting from procurement solicitations are subject to financial assistance agreements between DeKalb County, the Illinois Department of Transportation, and/or the United States Department of Transportation.

7. PROHIBITED INTEREST OF LOCAL OFFICIAL

No member, or officer, or employee of DeKalb County, or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

8. CONTRACT CHANGES

Any proposed change in this contract shall be submitted to DeKalb County for its prior approval.

9. SUBCONTRACTS

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of DeKalb County. All such subcontracts and agreements shall be approved by DeKalb County.

10. VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor must provide proof of Registration with the Illinois Department of Human Rights.

11. ASSIGNMENT

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of DeKalb County. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. DeKalb County reserves the right to accept or reject any such assignment, although DeKalb County acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

12. RETENTION OF RECORDS

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following DeKalb County's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that DeKalb County or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

13. GOVERNMENT INSPECTION

The Contractor shall permit the authorized representatives of DeKalb County, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall

maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by DeKalb County, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

14. INSURANCE

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to DeKalb County and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required. The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - A. Operations - Premises Liability;
 - B. Independent Contractor's Liability;
 - C. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
 - D. Products Liability;
 - E. Completed Operations Liability;
 - F. Personal Injury Liability, including claims arising from employees of the contractor;and

G. Broad Form Property Damage Liability.

4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00). All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold DeKalb County harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the agreement, or any subsequent contract or agreement for this Project. Notwithstanding, DeKalb County reserves all claims or rights of action against the Contractor as may be required in the best interests of DeKalb County.

DeKalb County shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with DeKalb County listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give DeKalb County a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage.

The Contractor and all its insurers shall waive all rights of recovery or subrogation against DeKalb County and their insurance companies. Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to DeKalb County of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. DeKalb County reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

15. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

16. FALSE STATEMENTS OR CLAIMS/CIVIL AND CRIMINAL FRAUD

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R.

Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

17. ACCESS TO THIRD PARTY CONTRACT RECORDS

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

18. CHANGES TO FEDERAL REQUIREMENTS

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

19. TERMINATION

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

20. CIVIL RIGHTS (TITLE VI, ADA, EEO EXCEPT SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS)

The Contractor agrees to and assures that each third party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit-based factors or any other consideration made unlawful by federal, state or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended, (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note,), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended, (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," , as amended and (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. The contractor agrees to and assures that each third party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

21. SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The contractor agrees to comply when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” as amended, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” as amended. See the Equal Employment Opportunity Compliance section for additional requirements relating to Equal Employment Opportunity compliance.

22. INCORPORATION OF FTA TERMS

As a condition of a Bid submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

23. DEBARMENT AND SUSPENSION

The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded from Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check sam.gov for any subcontract \$25,000 or over.

24. BUY AMERICA

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must be produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must be produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be:

more than 60 percent for FY2016 and FY2017
more than 65 percent for FY2018 and FY2019
more than 70 percent for FY2020 and beyond

Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

25. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION DISPUTES

Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to

circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

26. TERMINATION FOR DEFAULT

If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract.

27. LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. CLEAN AIR

The contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

29. CLEAN WATER

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

30. CONTRACT WORK HOURS and SAFETY STANDARDS ACT

The contractor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contracts that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702

and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

32. RECYCLED PRODUCTS

The Contractor agrees to give preference to the purchase and/or provision of recycled products or products that conserve natural resources, where appropriate and applicable, for use in this acquisition, pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR, Parts 247-254, as amended.

33. ADA

The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings an public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

**SECTION IV -
TECHNICAL SPECIFICATIONS & VENDOR REQUIREMENTS
FOR PARATRANSIT VEHICLES**

All equipment shall be new and unused and the latest model offered, under no circumstances shall it be older than a 2021 model.

Vehicles shall each have a seated capacity of 7 ambulatory passengers plus driver and co-pilot (for a total capacity of 9) with the ability to configure for the transport of up to 2 wheelchairs.

See the attached preferred floorplan.

Manufacturer's full warranty shall be extended to Purchaser.

Delivery of vehicles shall be made to Purchaser as soon as vehicles are available.

Following are the minimum specifications for these vehicles. Please indicate "Y" or "N" in the left column to indicate Yes or No as to compliance or non-compliance with specifications. If answered "No" use the right column and/or attach additional sheet(s) to explain variances of non-compliance.

***THIS CHECKLIST/SPEC SHEET MUST BE COMPLETED AND RETURNED WITH
BID.***

GENERAL DESCRIPTION:

Current production vehicle with wheelchair lifts and tie-downs, equipped with all items and accessories listed as standard equipment except for optional items specified in lieu thereof, and all lights and accessories required to meet state and federal regulations relating to this type of vehicle. Vehicles must meet or exceed these minimum specifications, including any applicable ADA requirements and FMVSS regulations.

The bidder shall certify that the vehicle(s) to be sold under this bid are the same products described in the solicitation specifications below; and that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in the solicitation for bids.

Definitions

- | | |
|----------|--|
| 1. ABS | Antilock Braking System |
| 2. AC | Air Conditioning |
| 3. ADA | Americans with Disabilities Act |
| 4. DOT | Department of Transportation |
| 5. FMVSS | Federal Motor Vehicle Safety Standards |
| 6. GVWR | Gross Vehicle Weight Rating |
| 7. LED | Light Emitting Diode |

- 8. OEM Original Equipment Manufacturer
- 9. SAE Society of Automotive Engineers
- 10. STS Special Transportation Services
- 11. HP Horsepower
- 12. LWB Long Wheelbase

Y/N	OEM CHASSIS SPECIFICATIONS (Measurements are minimums)	If no, please explain
	147.6” wheelbase	
	77” minimum interior height (High Roof – measured at the centerline with the headliner in place)	
	107.7” minimum exterior height (High Roof)	
	81” minimum exterior width.	
	263.9” minimum vehicle length (High Roof/Extended Length)	
	44.9” minimum interior height at point of entry (measured at the centerline with the head liner in place)	
	67” minimum interior width (measured at the floor)	
	140” minimum passenger area length (measured from top of driver’s seat back to rear door)	
	Specific areas within the chassis and frame of the Rear Lift ADA Transit Vehicle have been identified by the manufacturer as precautionary drill or weld zones. Vendors responding to this solicitation must follow manufacturer guidelines to prevent void of warranty. Body shall have clean beads of caulking at all joints and seams	

Y/N	Engine	If no, please explain
	3.5L Naturally Aspirated PFDi V6 or approved equivalent	
	Minimum 275 HP, 260 lb. ft. Torque	
	Fuel – regular unleaded	

Y/N	Transmission/Axle Ratio	If no, please explain
	10-speed automatic with overdrive	
	4.10 axle ratio	

Y/N	Gross Vehicle Weight Rating (GVWR)	If no, please explain
	10,360 lbs. GVWR	
	4,130 lbs. front axle capacity	
	6,720 lbs. rear axle capacity	

Y/N	Fuel Tank	If no, please explain
	Factory standard twenty-five (25) gallons	

Y/N	Steering/Brakes	If no, please explain
	Power Steering	
	Power 4-wheel Anti-Lock Brake System (ABS)	
	Roll stability control	

Y/N	Tires/Wheels	If no, please explain
	195/75 R16 BSW All Season tires	
	Dual Rear Wheel (DRW)	
	Tire Pressure Monitor System (TPMS)	
	16 in. steel wheels	
	Full size tire/wheel with jack and lug wrench kit	

Y/N	Electrical	If no, please explain
	12-Volt maintenance-free battery – 72 amp/hour	
	220-amp alternator	
	OEM exterior lights include incandescent lights with halogen headlights. All other added exterior lights other than OEM shall be LED.	

Y/N	Heating/Air Conditioning System	If no, please explain
	OEM factory installed front and rear heating/defrosting system	
	OEM high-capacity front and rear air conditioner: (maximum capability available) the rear auxiliary unit shall be provided with at least four registers. The registers shall be capable of controlling the volume and direction of air.	
	Front and rear heater/air conditioner controls mounted in the instrument panel: OEM factory installed 3-speed fresh air fan.	

Y/N	Windshield/Side Glass/Rear Glass	If no, please explain
	From the B-pillar back, side and rear glass shall be privacy type.	
	Must include rear window defogger	
	Driver and co-pilot windows shall be power operated.	

Y/N	Safety/Security	If no, please explain
	OEM factory installed backup camera system with 4" display built within the radio unit in the center of the dash and activated when the vehicle transmission is placed in reverse.	
	All OEM installed safety and security features shall not be removed including: -AdvanceTrac® with RSC® (Roll Stability Control™) or approved equivalent -Airbags – Driver and front-passenger front -Airbags – Front-seat side -Safety belts – 3-point for all seating positions -Tire Pressure Monitoring System	

Y/N	Driver Comfort	If no, please explain
	2-way manual (Fore/aft/recline) front driver seat with inboard armrest	
	Driver side and curtain airbags.	
	Seats shall be upholstered in OEM gray vinyl.	
	Co-pilot 2-Way manual (Fore/aft/recline) seat with inboard armrest.	
	Passenger side and curtain airbags.	
	Side mirrors shall be power adjustable.	
	Shall include OEM Wagon Interior Package or equivalent.	
	Shall include OEM splash guards	
	Shall include OEM AM/FM stereo with Bluetooth, dual USB ports and a 4.0" multi-functional display	

Y/N	Conversion Specifications	If no, please explain
	Bi-fold entrance doors.	
	Doorway shall be included rear of the Curbside B-Pillar.	
	Doorway shall be A&M Brand or approved equivalent.	
	The steps shall be a uniform 9” deep and 9” tall and the first step shall be approximately 9” from the ground.	
	The left and right vertical sides of the doorway shall be cut and fit to match the contour of the chassis body, protruding outward at the bottom only as necessary for the stepwell. No metal edge should extend outward from the contour of the chassis body higher than the chassis body side molding.	
	Finish of front floor to provide a smooth transition with the rear flooring, as indicated in Item 2, Flooring, of Section B – Conversion Specifications.	
	Add non-skid of contrasting color to the edge of each interior step edge.	
	Remove sliding door rail and add painted metal insert (color matching vehicle exterior) to cover sliding door channel.	
	Dual electric door openers: one opener shall be able to be operated from the driver seat and a second shall be installed on the outside of the vehicle near the entrance door for exterior operation.	
	Stainless steel assist handrails on the interior left and right of the doorway structure shall be included. Grab rail should be 1-1/4 inches in diameter.	
	An L.E.D. light, that automatically illuminates when the doorway is opened, shall be included	

Y/N	Wheelchair Lift	If no, please explain
	Braun® Century II, Model 1919FIB or prior approved equal shall be provided.	
	The lift shall be installed in accordance with the manufacturer's recommendations, requirements, and specifications.	
	Shall be installed at the rear curbside of the van and stow inside the van while not in use.	
	Shall be of the single solid platform type.	
	Shall have a rated capacity of 1,000 pounds.	
	The wheelchair lift platform shall have a minimum useable width of 34 inches and a minimum useable length of 51 inches.	
	Shall incorporate an emergency method of deploying, lowering to the ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.	
	The wheelchair lift light(s), minimum two (2) LED lights, shall be capable of illuminating the lift area and the areas just outside the vehicle to the front and sides.	
	<p>A toggle switch shall be installed on the lift for the lights that allows the following functions:</p> <p>If the toggle switch is turned off, the lights will not turn on when the door is open. If the toggle switch is turned off, the lights will not turn on when the door is open.</p> <p>If the toggle switch is left on, the lights operate when the interlock is engaged and when the doors are open.</p> <p>If the lift is not engaged (Vehicle in Park, Emergency Brake on, and Vehicle running), then the lights will not turn on when the door is open, and the toggle switch is on.</p>	
	A standee handrail shall be provided on both sides of the lift platform.	
	Shall incorporate a positive locking mechanism to prevent drifting from the stowed position and to prevent rattling during transit.	

	Shall comply with FMVSS and ADA requirements.	
	The wheelchair lift shall be provided with a handheld box control box capable of controlling all lift functions.	
	Control box shall be weatherproof.	
	The control box shall be conveniently mounted and within easy reach of the wheelchair operator.	
	The control switches shall be clearly and legibly marked as to their function.	

Y/N	Curb-Side Lift	If no, please explain
	<p>Wheelchair Lift Doors shall be mounted aft of the rear axle on the curb side of the van allowing the lift to deploy to the curb side. The door shall have a minimum clear door opening of 45" wide and a minimum height of 73". The installation of the doors must maintain the OEM structural of the chassis with no modifications to the structural integrity of the OEM chassis (no cutting into the boron steel). There shall be two doors with windows on each. Gas shocks shall be used to assist door opening and hold doors in the open position. The doors shall be incorporated into the van's Transmission interlock to not allow the vehicle to be shifted out of park when the doors are open.</p>	

Y/N	Floor and Floor Covering	If no, please explain
	The Vehicle's floor area shall consist of 3/4" plywood sub floor.	
	Vehicle floor shall be of high-performance vinyl flooring, constructed with a mixture of aluminum oxide, silicon carbide to provide a safety floor level of slip resistance and complies	

	<p>with all ADA requirements., Gerfloor Tarabus Sirius, or approved equivalent flooring.</p> <p>The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction under dry and wet conditions. The floor covering, as well as transitions of flooring material to the main floor and to the entrance and exit area, shall be smooth and present no tripping hazards.</p> <p>Seams will be heat welded with the use of a minimum 5-millimeter diameter round welding rod and thoroughly flushed to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards. Angle welds shall be performed with a triangular 7.2-millimeter-wide welding rod. Welding of seams must not result in discoloration of or shiny strips were welded on the floor. All edges must be sealed with a color matching PU sealant to prevent moisture intrusion.</p> <p>With normal use and service, the selected flooring products are to be warranted free from defects in materials and workmanship for twelve years after the installation date, when installed and maintained in accordance with manufacturer's recommendations.</p>	
	<p>The driver's floor area should be covered by the chassis manufacturer's standard flooring.</p>	
	<p>All flooring shall be covered after installation to protect it from inadvertent damage during the remaining phases of assembly. Any damage to the floor covering material shall require complete removal of the damaged section and installation of new material.</p>	

Y/N	Passenger Seating and Safety Restraints	If no, please explain
	Each seating position shall be equipped with built-in 3PT shoulder and lap combo seat belts.	
	Forward Facing Seating ONLY.	
	Single manufacturer for all aftermarket seats.	
	10 inches of knee room measured from seat cushions to seat backs.	
	All seats shall provide a minimum seat width of 16 inches per passenger and a minimum depth of seat (front to back contour) of 16 inches.	
	Freedman GO-ES seats or approved equivalent.	
	Seats shall be fixed to the floor.	
	Shall be upholstered with Level 1 vinyl to match the interior.	
	Freedman GO-ES Single Foldaway or approved equivalent.	
	Each single foldaway seat shall be mounted to the floor and capable of being stowed in an upright position against the van wall by folding the seat-back down and folding against the wall; which will allow space for the wheelchair passengers.	
	Shall be upholstered with Level 1 vinyl to match the interior.	
	Freedman GO-ES Double Foldaway or approved equivalent.	
	Each double foldaway seat shall be mounted to the floor and capable of being stowed in an upright position against the van wall by folding the seat-back down and folding against the wall; which will allow space for the wheelchair passengers.	

	Shall be upholstered with Level 1 vinyl to match the interior.	
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Y/N	Wheelchair Tie-Downs and Occupant Restraint Systems	If no, please explain
	At each wheelchair position, a wheelchair securement system shall be provided to securely hold the wheelchair during transit.	
	Q'Straint® Systems, Q'Straint QRT Deluxe Restraint System or Equal to Comply with SAE Standard J2249 and 30 MPH/20g Test: all WTORS shall meet all FMVSS Standards Governing Safety Restraint Systems.	
	The securement system shall include four (4) self-tensioning retractors designed for use with Series L-Track floor anchorage. L-Track of a 6061-T6 compound, or approved equivalent, floor anchorage shall be installed. L-Track shall be certified and tested with securement systems	
	The anchorage shall be positioned such that it is capable of accommodating wheelchairs of varying designs and widths.	
	The anchorage shall be configured for forward facing wheelchairs.	
	A storage bag for the straps and retractors shall be provided.	
	An occupant restraint system shall be provided for the occupant of the wheelchair at each wheelchair position.	
	The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports.	
	Each restraint system shall be equipped with a retractor or other device, that keeps the seat belt webbing or strap off the floor when the seat belt is not in use.	

	The wheelchair securement and occupant restraint system shall be installed in accordance with the manufacturer's instructions.	
	Wheelchair securement and occupant restraint anchorage shall comply with FMVSS 210.	
	Wheelchair securement and occupant restraint anchorages shall be tested and certified to the requirements of FMVSS 210 by an accredited laboratory or a licensed professional engineer.	
	A test report shall be provided.	
	Q-Strait Incorporated, self-tensioning, continuous adjustment wheelchair tie down system with combination retractable lap and shoulder belt, kit part number Q-8100-A1-L shall be provided.	

Y/N	Stanchions and Modesty Panel	If no, please explain
	A stanchion shall be provided in the van for safe boarding behind the first-row passenger seat (in front of the curbside doors).	
	The stanchion shall be constructed of stainless-steel tubing with a cross-sectional diameter between 1-1/4 inches and 1-1/2 inches.	
	The stanchion cannot be padded due to restricting the entry way.	
	The stanchion shall have an assist pole attached at one end to structural members in the floor and the other end attached to the B-Pillar.	
	The stanchion shall be installed so as not to restrict the full aft and recline seat adjustments of the passenger's seat.	

	Barrier Panels will not be used.	
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Y/N	Interior Lighting/Electrical	If no, please explain
	OEM LED ceiling lights in the vehicle illumination for the passenger compartment.	
	One (1) LED light shall be mounted in the Driver stepwell area and one (1) other LED light shall be mounted in the Co-pilot stepwell.	
	One (1) LED light shall be mounted in the stepwell for the Ambulatory Passenger Entrance.	
	All interior passenger compartment lighting shall activate immediately upon opening of any door.	
	Lights shall automatically turn on when the wheelchair lift door is opened.	
	Lights shall operate with or without the engine running.	
	All wiring other than OEM shall be GXL insulated or approved equivalent and shall be color coded for positive identification enclosed in black plastic split looms.	
	Wiring installation precautions shall be taken to avoid damage from heat, moisture, moving components, chaffing, and/or solvents due to improper routing, clamping, or grommet usage.	
	All vehicles shall be wired identically and comply with FMVSS Standards.	

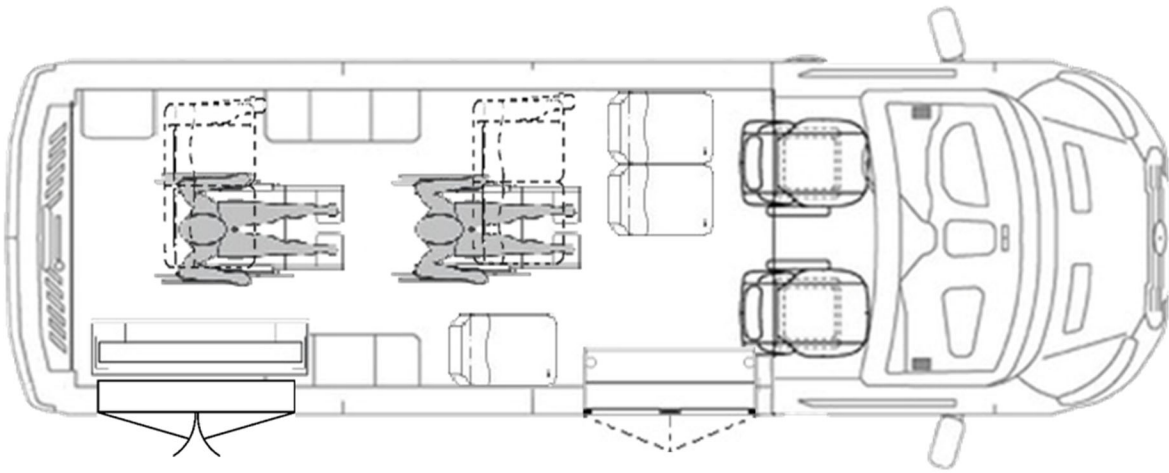
Y/N	Safety Equipment	If no, please explain
	16-Unit first-aid kit secured – Mounted according to Purchasing Agency.	
	Blood borne pathogens (fluids) kit – Mounted according to Purchasing Agency.	
	Five (5) pound ABC-Type rechargeable fire extinguisher – Mounted according to Purchasing Agency; however, cannot be left loose in an overhead compartment or storage area – it must be fix-mounted and easily accessible to everyone on the van at all times.	
	Three (3) weighted, folding triangular reflectors with a storage container.	
	90 dB reverse backup alarm SAE J994B.	

Y/N	Fast Engine Idle/Interlock System	If no, please explain
	Fast Engine Idle / Interlock system shall be FMVSS 403/404 compliant with “Plug & Play” connections, dash mounted control panel with LEDs to display electrical system, automatic fast idle and intelligent lift interlock system:	
	Fast engine idle must contain both automatic and manual controls.	
	Wheelchair Safety Interlock System <ul style="list-style-type: none"> a. A safety interlock system for the wheelchair lift shall be furnished. 	
	Interlocks shall be installed to prevent wheelchair lift operation unless all of the following conditions are met: transmission is in the “Park” position. The emergency brake is applied. Or all the wheelchair lift’s safety barriers are in place.	
	Interlocks shall be fully automatic, solid state, microprocessor controlled and capable of self-diagnosis.	

Y/N	Paint	If no, please explain
	Standard exterior color of the van shall be the chassis manufacturer's Oxford White or approved equivalent.	

Y/N	Warranties	If no, please explain
	Chassis: Three (3) Years or 36,000 miles Bumper to Bumper	
	Five (5) Years or 60,000 miles Engine/Power Train	
	Five (5) Years Unlimited miles Body Corrosion	

Preferred Floorplan



**SECTION VI - A
BID FORM
DeKalb County
PARATRANSIT VEHICLES**

By signing below, Bidder certifies that the product to be supplied meets or exceeds the specifications provided by DeKalb County. Bidder agrees to all terms, conditions and clauses in the IFB, which is incorporated herein by reference. Conditional bids will NOT be accepted. The purchase order, and all referenced inclusions, shall constitute the entire understanding and there shall be no representations, promises, terms, conditions, obligations, warranties or undertakings made other than as set forth in the purchase order and its inclusions.

ITEM	EACH UNIT PRICE	Total (7) Vehicles
Year/Make/Model		
	\$	\$
Delivery charge (if any)	\$	\$
Other Misc charges (if any)	\$	\$
TOTAL BID	\$	\$

Approximate delivery timeline from date of acceptance: _____

Warranty on Equipment: _____

The Bidder may attach separate sheet(s) to this form to better explain the pricing, warranties, and/or to demonstrate compliance with specifications.

Company Name	Company Address
Telephone/Fax	Email (for notification purposes only)
Authorized Representative's Name/Title	Authorized Representative's Signature
Date	IL Dept. of Human Rights #

SECTION VII
ITEMS TO RETURN

Section IV- A and B (Completed) Specification Checklists

Section V Signature Page / Acknowledgement of Addenda

Section VI -A and B Bid form(s)